

## **SUPPLIER TERMS OF USE**

Last updated: June 2, 2021

PLEASE REVIEW THESE SUPPLIER TERMS OF USE (THIS “AGREEMENT”) CAREFULLY AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND CHAINYARD SUPPLIER MANAGEMENT INC. (THE “COMPANY”) WITH RESPECT TO YOUR ACCESS TO AND USE OF THE COMPANY’S WEBSITE, PLATFORM, TOOLS, APPLICATIONS, DATA, SOFTWARE, AND SERVICES COMPRISING THE COMPANY’S BLOCKCHAIN-BASED SUPPLIER INFORMATION MANAGEMENT SYSTEM THAT ENABLES VERIFIED INFORMATION EXCHANGE AND MESSAGING BETWEEN THIRD PARTY SUPPLIERS AND BUYERS/PURCHASERS (COLLECTIVELY, THE “NETWORK”). BY ACCEPTING THIS AGREEMENT, AND ACCESSING AND USING THE NETWORK, YOU AGREE TO BE BOUND BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, YOU WILL NOT BE ALLOWED TO ACCESS OR USE THE NETWORK. IN ORDER TO ACCESS AND USE THE NETWORK YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OLD.

### **1. GENERAL**

Subject to the terms and on the conditions set forth in this Agreement, during the Term (as defined below), you have the limited, non-exclusive, and non-transferable rights to access and use the Network in the Territory (as defined herein) solely for your own internal business purposes in accordance with the Network’s intended use. The Network is hosted at [www.trustyoursupplier.com](http://www.trustyoursupplier.com) (the “Site”). Your access to and use of the Network is subject to the terms and conditions set forth herein and in those additional guidelines, rules, and operating policies that the Company may establish and to which it posts links at [trustyoursupplier.com](http://trustyoursupplier.com), from time to time, including, but not limited to, the Company’s privacy policy, all of which are incorporated herein by reference (collectively, the “Policies”). From time to time, the Company may modify this Agreement and/or the Policies, which modifications become effective once posted on the Site, and your access to and use of the Network thereafter will be subject thereto. You will be notified of any such modifications via email delivered to the email address you provided when you registered for an Account (as defined herein). You agree that your access and use of the Site and the Network is neither contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written comments made by the Company with respect to future functionality or features. In this Agreement, “Territory” means the entire world, excluding countries that are the subject of embargoes or sanctions by the U.S., or with respect to which trade is otherwise prohibited by any instrumentality of the U.S.

### **2. ACCOUNT; PASSWORD**

a. You are permitted to browse and access the Site and the Content (as defined below) only after establishing an Account. In order to use the Network, respond to an invitation on the Network, or participate in the Network, you must register for a Network account (an “Account”). In connection therewith, you will be required to create a unique user-id and password (together,

the “Password”). You agree to maintain your Password and your Account in strict confidence and not to disclose or otherwise provide access to your Password or Account to any party not listed in your Account as an authorized user without first obtaining the Company’s prior written consent. In the event your Password is lost or your Password or Account is compromised (or is suspected to be), you agree immediately to notify the Company of such loss or compromise, as the case may be, and you agree you will be responsible solely for all actions, damages, liabilities and losses incurred as a result of such loss or compromise, except to the extent arising from the Company’s gross negligence or willful misconduct. In connection with your Account, you hereby represent and warrant to the Company all information you provide to the Company during the Term is and will be truthful and accurate in all material respects, and you are not directly or indirectly (as an owner, strategic partner or otherwise) engaged in any business relationship or activity that competes with the Site and/or the Network.

b. The Company may collect certain personally identifiable personal and business-related information about you and the Company’s other customers (excluding Content), which generally includes, but is not limited to, name, address, IP address, and contact information you input when you register for an Account (“Customer Information”). Customer Information collected by the Network will not be stored on the Company’s blockchain ledger. Also, information about your computer hardware and software automatically may be collected by the Site, including, but not limited to: browser type, domain names, access times, and referring website addresses. You hereby consent to the Company’s use and disclosure of such information in connection with: (i) the Company’s provision of the Site and the Network and the enforcement of its rights hereunder; and (ii) the creation of benchmarking, statistical, research and marketing analyses, surveys, reports and studies based on aggregated, blinded, non-personally identifiable formats that do not identify, reference or imply an association with you. For the purposes set forth in subsection (ii) hereinabove, you hereby grant the Company a non-exclusive, perpetual, Territory-wide, fully-paid up, royalty-free license. In addition to the foregoing consents, you hereby consent to the Company’s use and disclosure of such information in connection with the Company’s delivery to you of marketing communications about the Network. Such consent may be withdrawn in accordance with the process therefor set forth in the Policies. Except to the extent expressly set forth in this Section 2(b) and/or in the Policies, Customer Information is your Confidential Information and will be treated by the Company in accordance with Section 15 below.

c. After establishing an Account on the Network, you may be able to invite or refer new users to the Network (“Referral”). The Company reserves the right to review all Referrals and to deny, withhold, or cancel any bonuses for any referrals that the Company deems, in its sole discretion, as fraudulent, abusive, unethical, suspicious or otherwise inconsistent with this Agreement. In connection with a Referral, you may not: (i) include your referral link or distribute your referral link on any website or platform that does not belong to you; (ii) bid on any keywords for the purpose of generating traffic to your pages; (iii) place the “Trust Your Supplier” logo or mention of “Trust Your Supplier” in any ad text, extensions or banner ads; (iv) use the referral link for any bulk email distribution, submission or distribution to strangers, or any other promotion that would constitute or appear to constitute unsolicited commercial email or

“spam”; (v) engage in fraudulent activity, phishing or attempting to obtain financial or other personal information of a third party; (vi) use a Referral to permit direct or indirect access to or use of the Site and/or the Network by a third party in a way that circumvents applicable laws or promotes hate and bigotry, act(s) of violence or terrorism, or commission(s) of crimes or illegal activities; or (vii) provide a referral link to a person named as a “Specially Designated National” or “Blocked Person” as designated by the OFAC (as defined below) or to a person located in Cuba, Iran, North Korea, Sudan or Syria or any country that is subject to an embargo by the United States.

### **3. CONTENT**

a. You understand and acknowledge the Company does not own or control any information, data, communications, messages, texts, files, images, photos, graphics, videos, audio or other materials posted, presented, displayed or published on, or transmitted, distributed or otherwise linked through the Site or the Network (individually and collectively, “Publish” or any derivatives thereof as the context dictates) by you or by a third party (excluding Customer Information, the “Content”). You understand and agree the Company does not control, is not responsible for, and expressly disclaims all representations and warranties with respect to all liability related to or arising from, the Content. Unless expressly stated otherwise, the Company does not verify or endorse any Content and does not guarantee the accuracy, integrity, quality or appropriateness of any Content. You are responsible solely for your access to, use of and/or reliance on, the Content, and you understand you use and rely on such Content at your sole risk. Under no circumstances will the Company be liable in any way for any Content or for any loss or damage of any kind incurred as a result of your use of any Content. Notwithstanding anything to the contrary set forth herein, the Company, in its sole discretion, reserves the right to refuse, move, modify or delete any Content for any reason, with or without notice to you.

b. If you Publish Content, you hereby represent and warrant to the Company: (i) you either own all right, title and interest in and to such Content, or you possess sufficient rights, approvals, licenses, consents and permissions as are necessary to Publish such Content to the Network; and (ii) without the Company’s prior written consent, no Content relates to or references: (A) firearms, explosives, or weapons, or instructions on how to assemble or otherwise make any of the same; (B) Content that may be unsuitable for or harmful to children under the age of thirteen (13); (C) pornography, sexually explicit adult entertainment, prostitution or escort services or products; (D) controlled substances or pharmaceuticals; (E) fraudulent, counterfeit or stolen products or services or pirated computer programs; (F) registered or unregistered securities; (G) illegal or unlawful content, products or services; (H) promotion(s) of hate and bigotry, act(s) of violence or terrorism, or commission(s) of crimes or illegal activities; (I) products or services from a U.S.’ embargoed or blacklisted country, individual or entity; (J) Content which reasonably could be deemed to be libelous, defamatory, scandalous, threatening or harassing; (K) Content which violates or misappropriates any third party intellectual property, moral, privacy or other right; (L) other Content that the Company reasonably believes might damage the Network’s and/or the Company’s brand or reputation; and/or (M) Content which could cause the Company to violate any law or regulation.

c. You acknowledge and agree the blockchain platform underlying the Network maintains a record of certain Content Published by you. You acknowledge the inherent nature of blockchain networks will make any records stored on the blockchain ledger impossible to delete. Such records will continue to be maintained even if you no longer have access to the Site or the Network and may remain visible on the Network and the then current Network users. You further understand and acknowledge neither the Company nor any third party may have the access or the right to amend or modify the Content you Publish. In the event you update the Content, the prior version of the Content will not be deleted from blockchain platform. Following any termination or deactivation of your Account, the Company may retain the Content and additional information such as profile information and information about your business, and personal information, including contact information, postal addresses, phone numbers, email addresses, certain financial information, employer identification numbers or other taxpayer identification numbers, in order to comply with applicable law, prevent fraud, resolve disputes, troubleshoot problems, assist with an investigation, enforce the Company's rights under its agreements with you, for backup, audit or regulatory purposes, and for other actions permitted by law.

d. You agree to comply with all applicable laws, rules and regulations, including without limitation, state and federal laws prohibiting the sales of certain products and services within the state or country in which you reside or use the Network and the state or country in which you intend to sell a product or service. The Company is not responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Content.

e. You understand and acknowledge the Company may establish and modify limits and guidelines concerning the use of the Network, including, without limitation, the maximum number of days that Content will be visible on the Network, the maximum number and size of listings, email messages or other Content that may be transmitted or stored by the Network, and the frequency with which you may access the Network. You acknowledge the Company reserves the right to modify the Network, and the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Network.

f. You agree you will not circumvent any technological measure or Policies implemented by the Company to restrict the manner in which Content may be Published or to regulate the manner in which Content (including, but not limited to, email) may be transmitted to other users.

#### **4. RESTRICTIONS ON ACCESS AND USE**

a. Any and all activities which are harmful to, inconsistent with, or disruptive of the Network and the beneficial use and enjoyment of the Network are expressly prohibited. Accordingly, you hereby agree not to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or to send messages to any purchased (email) lists, purchased distribution lists, purchased newsgroups, or purchased email addresses; (ii) perform or facilitate any act which, directly or indirectly, causes to be transmitted to, uploaded by or downloaded by, any end user any "junk mail", "spam", "chain letters", "pyramid schemes", or any other like form of

solicitation; (iii) perform or facilitate any act which, directly or indirectly, causes to be transmitted to, uploaded or downloaded by, the Network or any end user any software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Network; (iv) perform or facilitate any act which interferes with or disrupts the Network or servers or networks connected to the Network; (v) contact or refer any user or any individual who has asked not to be contacted; (vi) harass, stalk or otherwise disturb any individual participating in the Network; (vii) purposefully post Content in an irrelevant category; (viii) impersonate any person or entity or falsely state or misrepresent your affiliation with another person or entity, including, without limitation, the Company; (ix) use any form of automated device or computer program that enables the submission of listings to the Network without each listing being manually entered by the author thereof, including, without limitation, the use of any such automated posting device to submit listings in bulk, or for automatic submission of listings at regular intervals; (x) use any robot, spider, scraper or other automated means to access the Network and collect content for any purpose without the Company's express written permission; (xi) access the Site or the Network in order to build a similar or competitive website, product, or service or for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or (xii) permit direct or indirect access to or use of the Site and/or the Network in a way that circumvents applicable laws or promotes hate and bigotry, act(s) of violence or terrorism, or commission(s) of crimes or illegal activities.

b. The Company has the right, but not the obligation, to regulate all conduct on the Network for any reason, in any manner and by any means the Company, in its sole discretion, deems necessary or appropriate, including, but not limited to: automated and manual screening, blocking, filtering, exclusion from index pages, exclusion from search results, requiring the use of an application programming interface, requiring the use of a bulk posting interface, authorization, verification, and the deletion and/or termination of Content and/or all or any use or access. You hereby represent, warrant, and covenant to the Company your use of the Site and/or the Network is and will at all times be in accordance with all applicable laws, rules and regulations, and without infringement or misappropriation of any intellectual property or other right of a third party; and you will use the Network to conduct all business in a professional, businesslike manner and will not engage in deceptive, fraudulent, misleading, illegal or unethical business practices.

c. You understand and agree the Company may delete or deactivate any listing, block your email or IP address, or otherwise terminate your access to or use of the Network (or any part thereof), immediately and without notice, if the Company believes you breached any term or condition set forth herein, without liability or penalty to you.

## **5. PROPRIETARY RIGHTS**

a. This is an agreement for services and you are not granted any license hereunder. As between you and the Company, all software embedded in the Network and owned and controlled by the Company (the "Software"), and the Network, are and will remain the sole and exclusive property of the Company. You agree not to take any actions inconsistent with the Company's ownership of each of the Company's rights in and to the Software and the Network. Except as otherwise expressly granted in this Agreement, you will not have or acquire any rights or interest in or to the Software or the Network. You acknowledge the Software contains proprietary information and trade secrets of the Company. You agree you will not directly or indirectly: (i) assign, distribute, license, sublicense, transfer, sell, rent, lease, time share, grant a security interest in, or otherwise transfer any rights in or to the Software, or make the Software available to third parties, whether in whole or in part, except as authorized by this Agreement; (ii) modify, translate, reverse engineer, decompile or disassemble the Software for any purpose, including, without limitation, the creation of derivative works or similar products; (iii) upload, link to or post any portion of the Software on a bulletin board, intranet, extranet or web site; (iv) use or distribute the Software in violation of any applicable laws or regulations; (v) possess or use the Software in any format other than machine-readable format; or (vi) take any act to remove, obscure, interfere with or modify the presentation or functionality of any aspect of the Software or the Network.

b. You agree to report immediately to the Network, and to use best efforts to stop immediately, a violation of any term or condition set forth in this Section 5. Further, you acknowledge and agree the Company owns all right, title and interest in and to the Site, including, without limitation, in and to the Company's owned or controlled graphics, logos and trademarks, applications, multimedia content, or other information, and the look, feel, layout and organization of the Site (collectively the "Materials"). Nothing set forth in this Agreement shall be construed as granting, by implication, estoppel or otherwise, a license or right to use the Materials and all such Materials are copyright © Chainyard Supplier Management Inc., all rights reserved.

c. The Company does not own or claim ownership of any Content that you Publish; provided, however, that you hereby grant, and upon Publication automatically grant, to the Company a perpetual, irrevocable, unlimited, fully paid-up, royalty-free, transferable, fully sub-licensable (through multiple tiers), Territory-wide license to reproduce, copy, perform, publish, display, post, modify, distribute, incorporate into other works, prepare derivative works of, and otherwise use all Content you Publish solely in connection with the operation of the Network and the other purposes expressly set forth in this Agreement. You hereby agree you do not have the right to review, approve, or otherwise receive notice of the Network's use of any Content.

d. For the Company's and/or your benefit, you hereby grant to the Company the right to pursue all rights and causes of action to prohibit and enforce against any unauthorized copying, performance, display, distribution, use or exploitation of, or creation of derivative works of, any Content that you Publish, including, but not limited to, any unauthorized downloading, extraction, harvesting, collection or aggregation of Content that you Publish.

e. Subject to the terms and conditions set forth herein, you are permitted to display on your own website (e.g. for use in personal web blogs or personal online media) your individual listings from the Network, or create a hyperlink on your website to your listings; provided that, your website does not contain any content described in Section 3(b) above.

## **6. INTERACTIONS WITH OTHER PARTIES THROUGH THE NETWORK**

a. The Site and/or the Network may contain links to third party websites and services, and/or display advertisements for third parties (collectively, "Third Party Links and Ads"). Third Party Links and Ads are not under the Company's control, and the Company is not responsible for any Third Party Links and Ads. The Company provides access to Third Party Links and Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Links and Ads.

b. Any business relationship, exchange of data or other interaction between you and a third party, and/or any purchase, download or use by you of any of the Third Party Links and Ads (each, a "Third Party Interaction"), is solely between you and such third party, and you hereby release and hold the Company harmless from, and will look to such third party with regard to, any claims relating to or arising out of a Third Party Interaction. When you click on any of the Third Party Links and Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. The Company is not a party to, has no involvement or interest in, makes no representation, warranty or guaranty with respect to, and has no obligation in connection with, any communication, transaction, interaction, dispute or any relation whatsoever between you and any third party through the Network; including, but not limited to, interactions related to payment and delivery of items and services, and any other terms, conditions, warranties or representations associated with such Third Party Interactions.

c. You hereby acknowledge and agree: the Company may rely on services, data or information provided or generated by certain third party products and services in the course of providing the Network and such information may be incorporated into the Network; the Company specifically does not warrant the accuracy, reliability or completeness of any such data and information; and you agree the Company will not be liable for any acts or omissions based on its reliance thereon.

d. You hereby acknowledge and agree that you are responsible solely for ensuring your Third Party Interactions: (i) comply with all applicable foreign, federal and state laws and regulations; and (ii) do not violate any term, condition, rule, procedure, policy or other guideline published by a third party with which you interact. Also, you agree you will be responsible solely for any fees owed to a third party as a result of a Third Party Interaction. While the Company may recommend such a third party and/or rely on data or information provided or generated by such third party in the course of providing the Network, you hereby acknowledge the Company specifically does not warrant the accuracy, reliability or completeness of any such data and information; and agree the Company will not be liable for any acts or omissions based on your reliance thereon or any loss or liability arising therefrom.

e. If there are any defects with any items or services purchased as a result of the Network, any returns and/or demands for refund or credit must be made directly to the party from which you purchased such item or service.

## **7. FEES**

a. If applicable to you, the Company may charge a fee for your access to, and use of, the Network. You hereby authorize the Company's designated payment processor to charge your specified credit card, debit card or other payment method for such fees as are set forth in your Account. Unless otherwise specified, all fees are in U.S. dollars. Except as required by law, all paid fees are nonrefundable, including, without limitation, in situations where paid posts are removed by the Company.

b. Payments for fees will be billed in advance on an annual basis and will be due within such period of time as is set forth in your Account. You will be responsible for and will pay any applicable sales, use or other taxes or duties, tariffs or the like applicable to your use of the Network (except for taxes on the Company's net income). All payments for fees hereunder shall be made without deduction of withholding taxes, VAT or the like. Late payments by you will be subject to a late fee calculated at the rate of one and one-half percent (1.5%) per month of the amount then due or the maximum rate allowed by law, until paid in full. In the event you fail to make a payment in accordance with the applicable payment period, the Company may discontinue, terminate, or suspend your access to and use of the Network, without notice and without incurring any liability to you. Despite any such discontinuation or suspension, you acknowledge and agree you will be required to pay the fees that accrue until this Agreement is terminated in accordance with the termination provisions set forth herein. For amounts outstanding for longer than thirty (30) days after the date of invoice, you will be responsible for and agree to pay reasonable costs and expenses of collection, including, but not limited to, court and attorneys' fees and expenses. From time to time, and at any time, the Company may require reasonable credit guarantees before continuing your access to and use of the Network.

c. The Company uses a third party service as a payment intermediary service to process credit and debit card transactions (the "Payment Processor"). By using the Network, you also agree to be bound by Payment Processor's agreements or policies applicable to third parties utilizing its service to facilitate payments. The Company does not request or store any of your financial information, such as your bank routing or account numbers, or your debit or credit card account numbers. You expressly understand and agree the Company will not be liable for any payments and monetary transactions that occur through your use of the Network. You are responsible for all transactions (one-time, recurring, and refunds) processed through the Network and/or Payment Processor.

## **8. REPRESENTATIONS, WARRANTIES AND COVENANTS**



a. Each party hereby represents, warrants, and covenants to the other party that: (i) it is an entity duly organized and validly existing in good standing under the laws of the state in which it was organized; (ii) it has full power and authority to enter into this Agreement, which, upon its execution hereof, will constitute a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; (iii) neither it nor any of its officers, directors, equity holders or employees have engaged, and no such party will engage, in any actions which would constitute a violation of, or which could cause the other Party to violate, any applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended, the United Kingdom Bribery Act 2010, and the laws of any other applicable jurisdiction; and (iv) neither it nor any of its equity holders are or will be directly or indirectly owned or controlled, in whole or in part, by any government, political subdivision or jurisdiction thereof, instrumentality, board, commission, court, agency, political party, official, political party, candidate, or entity owned or controlled by any of the foregoing.

b. The Company hereby warrants it will provide the Network using commercially reasonable care and skill.

## **9. DISCLAIMERS**

YOU HEREBY AGREE YOUR USE OF THE NETWORK AND THE CONTENT IS AT YOUR SOLE RISK AND THAT YOU WILL BE RESPONSIBLE SOLELY FOR ANY DAMAGE OR LOSS TO YOU OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE NETWORK, THE SITE AND/OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, THE DOWNLOAD OF FILES, SOFTWARE AND/OR ANY GRAPHICS OR OTHER CONTENT. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 8 ABOVE, THE NETWORK, THE SITE, AND THIRD PARTY CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 8 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY, AND ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS AND LICENSORS (COLLECTIVELY, THE "REPRESENTATIVES") EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE AND NON-INFRINGEMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES MAKE ANY REPRESENTATION OR WARRANTY THAT THE NETWORK OR THIRD PARTY CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE NETWORK WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO THE COMPANY OR ITS REPRESENTATIVES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE NETWORK AND/OR THE SITE OR AS TO THE ACCURACY, TRUTHFULNESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE NETWORK AND/OR THE SITE OR THAT DEFECTS IN THE NETWORK AND/OR THE SITE WILL BE CORRECTED. THE COMPANY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES FOR GOODS OR SERVICES RECEIVED THROUGH OR ADVERTISED ON THE NETWORK AND/OR THE SITE OR ACCESSED THROUGH ANY LINKS ON THE NETWORK AND/OR THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THE NETWORK RELIES UPON THIRD PARTY SOFTWARE AND HARDWARE FOR CERTAIN FUNCTIONS AND THE COMPANY MAKES NO REPRESENTATION, WARRANTY, PROMISE OR GUARANTEE TO YOU THAT SUCH SOFTWARE OR HARDWARE WILL BE ERROR FREE, ACCOMPLISH A SPECIFIED PURPOSE, OR PERFORM IN ACCORDANCE WITH ANY PARTICULAR STANDARD, LEVEL OR METRIC, AND THE COMPANY WILL NOT BE LIABLE TO YOU FOR ANY FAILURE THEREOF.

YOU ACKNOWLEDGE THE COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE NETWORK MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ACCORDINGLY, THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Without limiting the generality of the foregoing, neither the Company nor its affiliates or licensors will have any responsibility or liability with respect to the following: (a) impact on the Site and/or the Network by one or more regulatory inquiries or actions, which could prevent or limit the ability of the Company to continue to develop or provide the Site and/or the Network, or for you and your users' use of the Site and/or the Network; (b) updates to the Site and/or the Network or its underlying platforms and networks to address, mitigate, or remediate any security or other vulnerabilities in the Site, the Network, or such platforms or networks; and (c) the risk that weaknesses or bugs that may be introduced in the open-source software, infrastructural elements of the Site and/or the Network or any other underlying networks and platforms, which may result in security vulnerabilities, data loss, damage, destructions, disclosure, or other compromises.

You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptographic systems and the Network, which could result in the theft or loss of your cryptographic property. To the extent possible, the Company intends to update the code underlying the Site and/or the Network to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Site and/or the Network, you acknowledge these inherent risks.

You further acknowledge the Network is an early stage platform. You acknowledge that applications are computer code subject to flaws and acknowledge that you are solely responsible for evaluating the trustworthiness of any third party websites, products, smart-contracts, or content you access or use through the Site and/or the Network. These terms and conditions set forth herein in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing the Site and/or the Network.

## **10. LIMITATIONS OF LIABILITY**

EXCEPT TO THE EXTENT ARISING AS A RESULT OF A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 11 BELOW, IN NO EVENT WILL SUCH PARTY, OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, LOST PROFITS, REMOTE, COVER, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THIS AGREEMENT OR THE USE OR THE INABILITY TO USE THE NETWORK, THE SITE, OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR BUSINESS OPPORTUNITY OR LOSS OF DATA, EVEN IF SUCH PARTY AND/OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY TO YOU FOR ANY ACTION OF ANY THIRD PARTY OR ANY THIRD PARTY-PUBLISHED CONTENT. THE COMPANY'S MAXIMUM LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES AND CLAIMS ARISING OUT OF THIS AGREEMENT AND/OR FROM THE USE OF THE NETWORK, THE SITE, OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE GREATER OF ONE THOUSAND DOLLARS (\$1,000) AND THE AMOUNT YOU ACTUALLY PAID THE COMPANY HEREUNDER DURING THE TWELVE (12)-MONTH PERIOD ENDING ON THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH DAMAGES, LOSSES AND CLAIMS. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. No claim may be asserted by you against the Company more than twelve (12) months after the termination or expiration, as applicable, of this Agreement.

## **11. INDEMNITY**

a. At your sole cost and expense, you hereby agree to defend and hold harmless the Company and its affiliates, subsidiaries, officers, directors, shareholders, employees, consultants, representatives, agents, successors and assigns (the "Indemnitees") in any action or claim, and to indemnify the Company and its Indemnitees from and against any and all losses, liabilities, sums of money, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising from such action or claim and related to: (i) your breach of any term or condition, or of any of your representations or warranties, set forth in this Agreement; (ii) a Third Party Interaction; (iii) any Content Published by you or through your Account; and/or (iv) your violation of applicable law.

b. If an unaffiliated third party asserts a legal claim or action against you caused by the Network's infringement of such third party's patent or copyright or caused by the Company's breach of Section 15(a) below, the Company will defend you against such legal claim or action and pay Losses finally awarded by a court against you or included in a settlement approved by the Company, provided you promptly: (i) notify the Company in writing of such claim or action; (ii) you supply to the Company information the Company requests about such claim or action; and (iii) you allow the Company to control, and reasonably cooperate in, the defense and settlement of such claim or action, including mitigation efforts. Notwithstanding the foregoing, you understand the Company has no liability for Losses to the extent based on non-Company products and services and items not provided by the Company.

c. If your use of the Network is, or is likely to be, enjoined, or if necessary to avoid liability hereunder, as determined by the Company at its sole discretion, the Company may, at its sole discretion: (i) procure for you the right to continue using the affected parts of the Network; (ii) replace or modify the affected parts of the Network so that your use becomes non-infringing; and/or (iii) terminate your right to use the Network and refund a pro rata portion of the fees prepaid by you.

## **12. GOVERNING LAW AND VENUE; WAIVER OF CLASS ACTION**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, as it is applied to agreements entered into and to be performed entirely within North Carolina, except for those conflicts of law rules thereof that would require or permit the application of the laws of another jurisdiction. Any dispute or controversy arising under, out of, or in connection with this Agreement shall be resolved by binding arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association (including the expedited procedures and optional rules for emergency measures of protection thereunder) before a single arbitrator. Any such arbitration shall be conducted in Raleigh, North Carolina. Judgment upon any award may be entered in any court of competent jurisdiction. The arbitrator shall be designated by mutual agreement of the parties hereto or, if the parties cannot agree on an arbitrator within ten (10) days after a request for arbitration hereunder, each party shall designate one (1) arbitrator and the arbitrators so designated shall designate a third arbitrator who shall conduct the arbitration. The decision of the arbitrator shall be binding and conclusive upon the parties. Notwithstanding the foregoing, the Company shall have the right to seek injunctive relief or other equitable or legal remedies in a court of competent jurisdiction in the State of North Carolina, to which jurisdiction, for such purpose, you hereby irrevocably consent. All rights and remedies hereunder are cumulative.

All claims and disputes within the scope of this Section 12 must be arbitrated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated jointly or consolidated with those of any other customer or user.

## **13. TERM AND TERMINATION; TERMINATION OF ACCESS**

a. The term of this Agreement commences on the date you first use the Network or register for an Account, whichever occurs earlier, and shall continue until this Agreement and your Account terminates (the "Term"). If you have an Account, at any time, a party may terminate this Agreement (and the associated Account) by providing the non-terminating party with fifteen (15) days' prior written notice of its intention to terminate this Agreement. If you have an Account, at any time, a party may terminate this Agreement immediately in the event that: (i) the other party fails to cure material breach of any term, condition, representation or warranty set forth herein within thirty (30) days' after such other party's receipt of written notice thereof; or (ii) in the event the other party files a petition in bankruptcy or for reorganization or a third party files a petition in bankruptcy or for reorganization against such other party, which is not dismissed within sixty (60) days, or in the event of an assignment by such other party for the

benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of such other party's assets. Your termination notice must be emailed to the Company at: info@trustyoursupplier.com. Notwithstanding any termination or expiration of this Agreement, you will remain obligated to pay the Company amounts which were incurred prior to (and on) the effective date of such termination, if and to the extent applicable.

b. Upon any termination of this Agreement, you must immediately cease accessing or using the Site and the Network and hereby agree not access or make use of, or attempt to use, the Site and the Network. You acknowledge the Company reserves the right to take action, technical, legal or otherwise, to block, nullify or deny your ability to access the Site and the Network. You understand the Company may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to the Company.

#### **14. EXPORT AND OTHER RESTRICTIONS**

The Network may be subject to various applicable export and re-export control laws and regulations, including: (a) the Export Administration Regulations maintained by the U.S. Department of Commerce; (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); (c) the International Traffic in Arms Regulations maintained by the U.S. Department of State (collectively, the "Export Control Laws"). You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the Export Control Laws. The Network may not be used in Cuba, Iran, North Korea, Sudan or Syria or any country that is subject to an embargo by the U.S. and you must not use the Network in violation of any export restriction or embargo by the U.S. or any other applicable jurisdiction.

#### **15. CONFIDENTIAL INFORMATION.**

a. The Receiving Party (as defined herein) will hold confidential, not use except as otherwise authorized herein, and protect from unauthorized disclosures to third parties the Confidential Information of a Disclosing Party (each as defined herein) and, in your case, of each other user of the Network accessed by you as a result of your use of the Network. For purposes hereof, "Confidential Information" means any information disclosed or otherwise made available by one party (the "Disclosing Party") to the other party (the "Receiving Party") that relates to such Disclosing Party and that reasonably should be known to the Receiving Party to be confidential or proprietary to the Disclosing Party due to the circumstances of disclosure or the nature of the information disclosed. Confidential Information will not include information that: (i) was publicly available, or that subsequently becomes publicly available, except by wrongful disclosure hereunder by a Receiving Party; (ii) was in a Receiving Party's possession prior to receipt of the same hereunder, as evidenced by such Receiving Party's prior written records; (iii) was received from a third party who was not known by such Receiving Party to be under any obligation of confidentiality with respect to such information or to have violated applicable law; or (iv) is approved in writing for release by the Disclosing Party. Nothing set forth herein shall be construed to prohibit the Company from disclosing a Disclosing Party's Confidential Information

to any third party that has a need to know such information in connection with the Network or with the enforcement of its rights hereunder. From time to time, a Receiving Party may be required to disclose a Disclosing Party's Confidential Information by order or other requirement of a court (e.g. subpoena), administrative agency, or other governmental body or applicable law, as determined by the Receiving Party or its legal counsel. In such event, the Receiving Party is permitted to disclose such information to the extent necessary to comply with such order or legal requirement; provided, however, that prior to such disclosure, the Receiving Party will notify such Disclosing Party in writing of any such order or subpoena, to the extent it is lawfully permitted to do so, and will provide such Disclosing Party with a reasonable opportunity to block disclosure of such information to the extent such Disclosing Party deems necessary. You acknowledge the Company will not be liable in any way for a breach of this Section 15(a) caused by another user of the Network.

b. The Company will take appropriate, generally accepted industry, technical, administrative and organizational measures against the unauthorized use or unlawful processing of your Confidential Information.

c. If and to the extent required under applicable law, the Company shall comply with the terms and conditions set forth in the data processing addendum included as part of the Policies. If and to the extent you are located in the European Union and/or will provide the Company with personally identifiable information from data subjects based in the European Union, you understand and acknowledge in connection with the Company's provision of the Network, the Company is a data processor and not a controller (as such terms are defined under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

## **16. DISCLOSURES**

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Network is provided by Chainyard Supplier Management Inc. If you have any questions, concerns, or complaints regarding the Network, please contact the Company, by either sending: (i) an email to [info@trustyoursupplier.com](mailto:info@trustyoursupplier.com); or (ii) a letter, first class certified mail, to Chainyard Supplier Management Inc., One Copley Parkway # 216, Morrisville, North Carolina 27560, Attn: Chief Compliance Officer.

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

## **17. CONSENT TO USE OF ELECTRONIC SIGNATURES AND RECORDS**

As a convenience and courtesy to you, the Company provides access to the Network online which may require you to enter into agreements or receive notices electronically. Accordingly, you acknowledge and agree that by clicking “I Agree” or “I Accept” anywhere on the Site or by otherwise agreeing to the terms and conditions set forth in any agreement posted on the Site: (a) you agree to conduct electronically the particular transaction into which you thereby enter including, without limitation, entering into this Agreement; (b) you have read and understand the electronic copy of electronic contracts, notices and records, including, without limitation, this Agreement, the Policies and any amendments hereto or thereto; (c) you agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter; (d) you are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and (e) you agree to receive electronically information about the Network, and other electronic records into which you thereby enter including, without limitation, this Agreement; provided, however, you will not receive electronic communications related to marketing without your affirmative consent to receipt of marketing communications as set forth in this Agreement.

If you wish to withdraw this consent, please contact us at [\(919\) 806-3535](tel:9198063535), in which case the Company shall have the right to terminate your use of the Network and the Site.

## **18. INTERNATIONAL TERMS**

If you are located outside of the U.S., the applicable terms and conditions set forth in Exhibit A attached to this Agreement and incorporated herein by reference, may apply to your use of the Network and the Site.

## **19. MISCELLANEOUS**

This Agreement is made for the benefit of the parties only and there are no intended third party beneficiaries. A party’s failure to exercise any of its rights under this Agreement will not constitute or be deemed to constitute a waiver or forfeiture of such rights or of any preceding or subsequent breach or default. You may not assign or transfer this Agreement or any rights or obligations hereunder, and any attempt to do so shall be considered null and void. The Company will not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond the Company’s reasonable control, including causes resulting from third party acts. Any notice required or given to you under this Agreement shall be delivered by electronic mail at the email address provided in connection with your Account. The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to create a joint venture or partnership between the parties or to give either party the power to act as agent for the other or to enter into any agreement on behalf of the other party. This Agreement (together with any order forms and activation links) and the Policies constitute the entire agreement and understanding between you and the Company and supersede all prior and contemporaneous agreements, documents, and proposals, oral or written, between you and the Company. The provisions of this Agreement that by their nature and context are intended to survive the performance and termination of this Agreement, will

survive the termination of this Agreement. If any part(s) of this Agreement are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. At all times, you agree the Company may use or incorporate any suggestions or recommendations submitted by you without compensation or attribution to you, and you hereby assign to the Company all rights, title and interest in and to such suggestions or recommendations. You hereby consent to the Company's use of your name and logo in the Company's marketing and promotional materials and on the Site. If "you" are an entity, "you" shall mean the entity using the Network and the individual accepting this Agreement by or on behalf of the entity shall be presumed by the Company to have the authority to do so.



**Exhibit A**  
**INTERNATIONAL ADDENDUM**

1. To the extent you are located outside of the U.S., any additional or alternative terms and conditions to those contained in the Agreement, and required to comply with applicable law, will be mutually agreed upon in a writing signed by you and the Company.
2. IF AND SOLELY TO THE EXTENT REQUIRED IN ORDER TO MAKE THIS LIMITATION OF LIABILITY ENFORCEABLE UNDER APPLICABLE LAW OUTSIDE OF THE U.S., NOTHING SET FORTH IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY TO A GREATER EXTENT THAN IS PERMITTED BY APPLICABLE LAW OR SHALL EXCLUDE OR LIMIT LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION OR FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.
3. Any arbitration award granted hereunder shall be enforceable under the applicable terms and conditions of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 (the New York Convention), as amended to date.
4. The parties hereto expressly agree this Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
5. In the event a non-English version of this Agreement is created and there is a conflict of terms between such non-English version and the English version of this Agreement, the English version will govern.
6. Section 13(a)(ii) of the Agreement hereby is amended to add the following clause to the end thereof: “, or if any event analogous to any of the foregoing in this Section 13(a)(ii) shall occur in any jurisdiction in which the other party is incorporated, resident, or carries on business.”
7. Residents of India. If you are a resident of the Republic of India, you hereby expressly agree to exclude the application of the provisions of the Indian Arbitration and Conciliation Act, 1996, to any dispute arising hereunder. To the extent the foregoing exclusion is invalid or unenforceable, you hereby expressly agree to exclude the application of the provisions of Part 1 of the Indian Arbitration and Conciliation Act, 1996, to the resolution of any such dispute.
8. Residents of Canada. If you are a resident of Canada:
  - a. In order to access and use the Network, you must be a business that obtains goods or services for the purposes of its business.
  - b. Information that is collected under Section 2(b) is subject to the Company’s privacy policy.

c. Section 2(c)(vii) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: “(vii) provide a referral link to a person subject to any sanctions pursuant to the Export Control Laws (as defined below).”

d. Section 3(b)(l) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: “(l) products or services subject to the Export Control Laws;”.

e. Section 3(d) and Section 6(d) of this Agreement hereby are amended to include Canada’s provinces and territories.

f. For the purposes of Section 4(a) of this Agreement, you agree to comply at all times with “An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23” (“Canada’s Anti-Spam Legislation”).

g. Under Section 7(b) of this Agreement, late payments by you will be subject to interest calculated at the rate of one and one-half percent (1.5%) per month (or eighteen percent (18%) per annum) of the amount then due, until paid in full.

h. As this Agreement is governed by, and construed and enforced in accordance with, the laws of the State of North Carolina (USA), you acknowledge that, without limitation, the provisions of the *Civil Code of Québec*, including Article 2125, and the provisions of the *Act to establish a legal framework for information technology* (Québec), are specifically excluded.

i. Section 14 of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: “The Network may be subject to various applicable export and re-export control laws and regulations of the United States or Canada, including: (a) the Export Administration Regulations maintained by the U.S. Department of Commerce; (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”); (c) the International Traffic in Arms Regulations maintained by the U.S. Department of State; (d) the Special Economic Measures Act (Canada); (e) the Export and Import Permits Act (Canada); and the United Nations Act (Canada); (collectively, the “Export Control Laws”). You are, and agree during the Term to remain, in compliance with all applicable laws and regulations governing international transactions or activities including, but not limited to, the Export Controls Laws. You agree not to export, re-export, or transfer, directly or indirectly, any technical data acquired from Company, or any products utilizing such data, in violation of the Export Control Laws. The Network may not be used in Cuba, Iran, North Korea, Sudan, or Syria or in any country that is subject to an embargo by the U.S. and you must not use the Network in violation of any export restriction or embargo by the U.S. or any other applicable jurisdiction.”

j. In connection with Section 17 of this Agreement, the Company acknowledges electronic information will be sent to you in accordance with the requirements of Canada's Anti-Spam Legislation.

k. In the event a non-English version of the Agreement is created and there is a conflict of terms between such non-English version and the English version of this Agreement, the English version will govern unless prohibited under applicable legislation. This Agreement and the related documents are drawn up in the English language at the express wish of the parties. *La convention et les documents qui s'y rattachent sont rédigés en anglais selon la volonté expresse des parties.*

9. Residents of the European Union. If you are a resident of a country located within the European Union:

a. Notwithstanding anything to the contrary set forth in this Agreement, the prohibitions set forth in Section 5(a) above will not affect your rights under any of the legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

b. Section 2(c)(vii) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: "(vii) provide a referral link to a person or entity subject to any sanctions pursuant to the Export Control Laws (as defined below)."

c. Section 3(b)(l) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: "(l) products or services subject to the Export Control Laws;"

d. Section 14 of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: "The Network may be subject to various applicable export and re-export control laws and regulations of the United States or the European Union, including: (a) the Export Administration Regulations maintained by the U.S. Department of Commerce; (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); (c) the International Traffic in Arms Regulations maintained by the U.S. Department of State; (d) the European Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (EU Dual Use Regulation); (e) the Commission Delegated Regulation (EU) 2019/2199 of 17 October 2019 amending Council Regulation (EC) No 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (EU Dual Use Delegated Regulation); (f) the Regulation (EU) of the European Parliament and the Council of 16 January 2019 concerning trade in certain goods which could be used for capital punishment, torture or other cruel, inhuman or degrading treatment or punishment (EU Anti Torture Regulation) as amended by the Delegated Regulation (EU) 2020/621 of the European Commission of 18 February 2020; (g) the Regulations of the European Council on economic sanctions and embargos on certain persons and entities associated with terrorist organisations, on persons and entities responsible for the distribution or use of chemical weapons and on persons and entities responsible for cyber-attacks against the European Union and its Member States, including but

not limited to Regulation (EC) 881/2002, Regulation (EU) 2016/1686, Regulation (EC) 2580/2001, Regulation (EU) 2018/1542 and Regulation (EU) 2019/796; (collectively, the “Export Control Laws”). You are, and agree during the Term to remain, in compliance with all applicable laws and regulations governing international transactions or activities including, but not limited to, the Export Controls Laws. You agree not to export, re-export, or transfer, directly or indirectly, any technical data acquired from Company, or any products utilizing such data, in violation of the Export Control Laws. The Network may not be used in Cuba, Iran, North Korea, Sudan, or Syria or in any country that is subject to an embargo by the U.S. or the European Union, and you must not use the Network in violation of any export restriction or embargo by the U.S., the European Union, or any other applicable jurisdiction.”

10. Residents of Germany. If you are a resident of Germany:

a. By using the Network, you acknowledge you are a “business operator” (i.e., a natural or legal person or a partnership with a legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business, or profession).

b. You may only invite or refer Referrals that provided you with explicit consent to be contacted by email. By initiating Referrals, you represent and warrant to the Company that you procured such consent.

11. Residents of Austria. If you are a resident of Austria:

a. By entering into this Agreement, you acknowledge you are a natural or legal person or other legal entity operating a business and this Agreement is concluded in the course of your business.

b. Invitations to Referrals may be sent to third parties only in compliance with the provisions relating to unsolicited electronic communication according to §107 Austrian Telecommunications Act 2003 (Telekommunikationsgesetz 2003 – TKG 2003).

c. The definition of Export Control Laws set forth in Section 14 of this Agreement hereby is further amended by adding the following laws and regulations thereto: (a) the Austrian Foreign Trade Act 2011 (Außenwirtschaftsgesetz 2011 – AußWG 2011); (b) the First Regulation on the Implementation of the Foreign Trade Act 2011 enacted by the Austrian Federal Minister of Science, Research and Business (Erste Außenwirtschaftsverordnung 2011 – 1. AußWV 2011); (c) the Second Regulation on the Implementation of the Foreign Trade Act 2011 enacted by the Austrian Federal Minister of Science, Research and Business (Zweite Außenwirtschaftsverordnung 2019 – 1. AußWV 2019); (d) Federal Law of October 18, 1977 on the Import, Export and Transit of Military Equipment (Kriegsmaterialgesetz – KMG); (e) the Regulation of the Austrian Federal Government of November 22, 1977 relating to Military Equipment (Kriegsmaterialverordnung); and (f) the Federal Act on the Implementation of a Security Control System, the Safeguard of Nuclear Material and Facilities and on Setting up a

Regime for the Control of Exports for Safeguarding Peaceful Utilization of Nuclear Energy (Sicherheitskontrollgesetz 2013 – SKG 2013).

12. Residents of Portugal. If you are a resident of Portugal:

a. By using the Network, you acknowledge you are a “professional” (i.e. a natural or legal person who or which, when entering into a legal transaction with a consumer, pursues an economic activity seeking benefits within its professional activity).

b. You may only invite or refer Referrals that provided you with explicit consent to be contacted by email. By initiating Referrals, you represent and warrant to the Company you procured such consent.

13. Residents of Spain. If you are a resident of Spain:

a. You may only invite or refer Referrals that provided you with explicit consent to be contacted by email. By initiating Referrals, you represent and warrant to the Company you procured such consent.

14. Residents of the United Kingdom. If you are a resident of the United Kingdom:

a. Nothing in the Agreement has the purpose or effect of overriding, limiting, or otherwise interfering with any legal right that be unlawful for this Agreement or the Company to override, limit or otherwise interfere.

b. For the purposes of Section 2(c) above, you shall ensure all attempts to invite or refer Referrals are made and conducted, at all times, in accordance with all applicable laws, statutes, regulations, guidance, and codes of practice, including, without limitation, the United Kingdom Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) and related guidance. Further, you shall ensure all promotions of the Network by you for the purpose of seeking Referrals is obviously identifiable as an advertisement.

c. To further clarify the first sentence in Section 19 of this Agreement, no provision of this Agreement shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

15. Residents of Italy. If you are a resident if Italy:

a. By using the Network, you acknowledge you are a “business operator” (i.e., any natural person or any legal person who is acting for purposes relating to his trade, business, craft or profession) that uses the Network for its business purposes only.

b. You may only invite or refer Referrals that provided you with explicit consent to be contacted by email. By initiating Referrals, you represent and warrant to the Company you procured such consent.

c. Section 12 of this Agreement hereby is amended by adding the following sentence to the end thereof: "If you have less than ten (10) employees and achieve an annual turnover not exceeding two million Euro (€2,000,000), and there is a dispute, controversy, or claim arising from or in connection with this Agreement or your use of the Network, then you or we shall submit the dispute before the courts of the place where you are domiciled."

16. Residents of Switzerland. If you are a resident of Switzerland:

a. In order to access and use the Network, you must be a business that obtains goods or services for the purposes of its business.

b. You may only invite or refer Referrals that provided you with explicit consent to be contacted by email. By initiating Referrals, you represent and warrant to the Company you procured such consent.

c. Section 2(c)(vii) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: "(vii) provide a referral link to a person subject to any sanctions pursuant to the Export Control Laws (as defined below)."

d. Section 3(b)(I) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: "(I) products or services subject to the Export Control Laws;"

e. Notwithstanding anything to the contrary set forth in this Agreement, if you are located in Switzerland, the prohibitions set forth in this Section 5(a) will not affect your rights under the Swiss Copyright Act (*Urheberrechtsgesetz, URG*).

f. Under Section 7(b) of this Agreement, late payments by you will be subject to interest calculated at the rate of one and one-quarter percent (1.25%) per month (or a maximum of fifteen percent (15%) per annum) of the amount then due, until paid in full.

d. The definition of Export Control Laws set forth in Section 14 of this Agreement hereby is further amended by adding the following laws and regulations thereto: (a) the Swiss Military Goods Act (*Kriegsmaterialgesetz, KMG*); (b) the Swiss Nuclear Energy Act (*Kernenergiegesetz, KEG*); (c) the Swiss Embargo Act (*Embargogesetz, EmBG*); (d) the Swiss Dual-Use Goods Act (*Güterkontrollgesetz, GKG*); (e) the Swiss Diamond Trading Regulation (*Diamantenverordnung*); and (f) the Swiss COVID-19 Regulation (*COVID-19-Verordnung 2*) and other international treaties, laws and regulations relating to trade with or import and export of goods applicable in Switzerland.

17. Residents of the Russian Federation. If you are a resident of the Russian Federation:

a. By entering into this Agreement and accessing and using the Network, you hereby confirm that you are of a legal age required for executing the Agreement and using the Network in accordance with applicable law and you execute this Agreement as a person conducting business activity (*i.e.* as an authorised representative acting on behalf of a legal entity, an individual entrepreneur or a person with a similar required status within your business activity).

b. Section 2(c)(vii) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: “(vii) provide a referral link to a person subject to any sanctions pursuant to the Export Control Laws (as defined below).”

c. Section 3(b)(ii)(B) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: “(B) Content that may be unsuitable for or harmful to children under the age of thirteen (13), and the Content is Published in compliance with applicable laws and regulations of your jurisdiction.”

d. Section 3(b)(ii)(I) of this Agreement hereby is deleted in its entirety and replaced with the following in lieu thereof: “(I) products or services subject to the Export Control Laws.”

e. Section 5(c) of the Agreement shall be amended by including the following additional provision at the end thereof: “To the extent moral rights in the Content you Publish cannot be assigned or licensed, you hereby give the Company a consent to use such Content by the Company anonymously or with indication of your name in any way provided by the license for a term of the license (“Consent”), if you are an author of the Content you Publish; if you are not an author of the Content you Publish, you hereby confirm, represent and warrant that, upon Publication, you have received Consents of author(s) of the Content you Publish.”

f. Section 7 of the Agreement hereby is amended by adding the following new sub-section (d) to the end thereof: “(d) At your request, the Company will arrange signing the acceptance certificate or other similar document confirming the Company’s provision of the services to you under this Agreement for a fee for the relevant reported period (hereinafter – the “Certificate”), if a Certificate is required to be provided to you in accordance with applicable law. The form of the Certificate will be separately agreed upon between you and the Company and will specify, in particular, the description of the services rendered, reported period and fees paid for the services by you. For formalizing the Certificate, you shall deliver the Certificate, in the agreed upon form and signed on your part, to the Company that shall review the Certificate and sign it without undue delay in the lack of reasonable objections. You hereby agree that the Certificate can be signed electronically by exchanging scanned-copies of the Certificate signed by the sending party via email to the addresses of the authorized representatives of each party, and such scanned-copies shall be deemed an original in hard copy signed with a hand-written signature until exchange of signed hard copies of the Certificate between you and the Company.”

g. Section 8(a)(iii) of this Agreement is hereby replaced with the following in lieu thereof: “(iii) neither it nor any of its officers, directors, equity holders or employees have

engaged, and no such party will engage, in any actions which would constitute a violation of, or which could cause the other Party to violate, any applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended, the United Kingdom Bribery Act 2010, Federal Law of Russia No. 273-FZ "On Combating Corruption" dated December 25, 2008, as amended, and the laws of any other applicable jurisdiction."

h. Section 10 is hereby deleted in its entirety and replaced with the following in lieu thereof: "EXCEPT TO THE EXTENT ARISING AS A RESULT OF A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 11 BELOW, IN NO EVENT WILL SUCH PARTY, OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, LOST PROFITS, REMOTE, COVER, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THIS AGREEMENT OR THE USE OR THE INABILITY TO USE THE NETWORK, THE SITE, OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR BUSINESS OPPORTUNITY OR LOSS OF DATA, EVEN IF SUCH PARTY AND/OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY TO YOU FOR ANY ACTION OF ANY THIRD PARTY OR ANY THIRD PARTY-PUBLISHED CONTENT. THE COMPANY'S MAXIMUM LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES AND CLAIMS ARISING OUT OF THIS AGREEMENT AND/OR FROM THE USE OF THE NETWORK, THE SITE, OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE GREATER OF ONE THOUSAND DOLLARS (\$1,000) AND THE AMOUNT YOU ACTUALLY PAID THE COMPANY HEREUNDER DURING THE TWELVE (12)-MONTH PERIOD ENDING ON THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH DAMAGES, LOSSES AND CLAIMS. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. No claim may be asserted by you against the Company more than twelve (12) months after the termination or expiration, as applicable, of this Agreement, unless you are entitled to provide a relevant claim within a longer period according to mandatory provisions of applicable law.

i. First sentence of Section 14 of the Agreement is hereby replaced in its entirety with the following wording: "The Network may be subject to various applicable export and re-export control laws and regulations, including: (a) the Export Administration Regulations maintained by the U.S. Department of Commerce; (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); (c) the International Traffic in Arms Regulations maintained by the U.S. Department of State; (d) Federal Law of Russia No. 183-FZ "On Export Control" dated July 18, 1999, as amended; (e) Federal Law of Russia No. 281-FZ "On Special Economic Measures and Enforcement Measures" dated December 30, 2006; and (f) trade and economic sanctions and embargos maintained by the President of Russia and other authorized federal state authorities of Russia (collectively, the "Export Control Laws")."

j. First paragraph of Section 17 of the Agreement shall be amended and read as follows: "As a convenience and courtesy to you, the Company provides access to the Network online which may require you to enter into agreements or receive notices electronically. Accordingly, you acknowledge and agree that by clicking "I Agree" or "I Accept" anywhere on the



Site or by otherwise agreeing to the terms and conditions set forth in any agreement posted on the Site: (a) you agree to conduct electronically the particular transaction into which you thereby enter including, without limitation, entering into this Agreement; (b) you have read and understand the electronic copy of electronic contracts, notices and records, including, without limitation, this Agreement, the Policies and any amendments hereto or thereto; (c) you agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter; (d) you are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and (e) you agree to receive electronically information about the Network, and other electronic records into which you thereby enter including, without limitation, this Agreement; provided, however, you will not receive electronic communications related to marketing without your affirmative consent to receipt of marketing communications as set forth in this Agreement. Such agreements and notices shall be considered as made in a written form. Agreements executed as described above shall be treated by the parties as originals in hard copies signed with a hand-written signature and be binding for the parties upon clicking "I Agree" or "I Accept" anywhere on the Site by you or by otherwise agreeing to the terms and conditions set forth in any agreement posted on the Site by you."