

## NETWORK AGREEMENT

This Network Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2023 (the “Effective Date”), by and between TRUST YOUR SUPPLIER INC., a North Carolina corporation located at One Copley Place, Suite 510, Morrisville, North Carolina 27560 (the “Company”), and \_\_\_\_\_, a **[INSERT ENTITY TYPE AND JURISDICTION OF FORMATION]** located at **[INSERT PRINCIPAL OFFICE ADDRESS]** (“Customer”). The Company and Customer may be referred to herein individually as, a “Party,” and together as, the “Parties.”

1. The Network. Subject to the terms and on the conditions set forth in this Agreement, during the Term (as defined below), Customer has the limited, non-exclusive, and non-transferable rights to access and use the Network (as defined herein) in the Territory (as defined herein) solely for Customer’s own internal business purposes in accordance with the Network’s intended use. Customer acknowledges and agrees its subscription to access and use 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; and “Network” means the Company’s software-as-a-service, blockchain-based supplier information management system that enables verified information exchange and messaging between third party suppliers and buyers/purchasers, all of which is hosted at [www.trustyoursupplier.com](http://www.trustyoursupplier.com) (the “Site”).

2. Account; Password.

a. Customer is permitted to browse and access the Site and the Content (as defined below) only after establishing an Account (as defined herein). In order to use the Network, respond to an invitation on the Network, or participate in the Network, Customer must register for a Network account (an “Account”). In connection therewith, Customer will be required to create a unique user-id and password (together, the “Password”). Customer agrees to maintain its Password and Account in strict confidence and not to disclose or otherwise provide access to its Password or Account to any party not listed in its Account as an authorized user without first obtaining the Company’s prior written consent. In the event Customer’s Password is lost or its Password or Account is compromised (or is suspected to be), Customer agrees immediately to notify the Company of such loss or compromise, as the case may be, and Customer agrees it 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 Customer’s Account, Customer hereby represents and warrants to the Company all information it provides to the Company during the Term is and will be truthful and accurate in all material respects, and Customer is 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 Customer and its other customers (excluding Content), which generally includes, but is not limited to, name, address, and contact information Customer inputs when it registers for an Account (“Customer Information”). Also, information about Customer’s computer hardware and software automatically may be collected by the Site, including, but not limited to: IP addresses, browser types, domain names, access times and referring website addresses. Customer hereby consents 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; (ii) the Company’s delivery to Customer of communications about the Network; and (iii) 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 Customer. For the purposes set forth in subsection (iii) hereof, Customer hereby grants the Company a non-exclusive, perpetual, Territory-wide, fully-paid up, royalty-free license. Except to the extent expressly set forth in this Section 2(b) and/or in the Policy (as defined below), Customer Information is Customer’s Confidential Information and will be treated by the Company in accordance with Section 14 below.

c. After establishing an Account on the Network, Customer 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 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, Customer may not: (i) include Customer’s referral link or distribute Customer’s referral link on any website or platform that does not belong to Customer; (ii) bid on any keywords for the purpose of generating traffic to Customer’s 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 U.S. Treasury Department’s Office of Foreign Assets Control or to a person located in Cuba, Iran, North Korea, Sudan or Syria or any country that is subject to an embargo by the U.S.

### 3. Content

a. Customer understands and acknowledges 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 Customer or by a third party (excluding Customer Information, the “Content”). Customer understands and agrees 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. Customer is responsible solely for Customer's access to, use of and/or reliance on, the Content, and Customer understands it uses and relies on such Content at its 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 Customer's 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 Customer.

b. If Customer Publishes Content, Customer hereby represents and warrants to the Company Customer either owns all right, title and interest in and to such Content, or Customer possesses sufficient rights, approvals, licenses, consents and permissions as are necessary to Publish such Content to the Network. Further, Customer agrees to the content guidelines set forth in Exhibit A attached to this Agreement.

c. Customer acknowledges and agrees the blockchain platform underlying the Network maintains a record of certain Content Published by Customer. Customer acknowledges 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 Customer no longer has access to the Site or the Network and shall remain visible to the Network and the then current Network users. Customer further understands and acknowledges neither the Company nor any third party may have the access or the right to amend or modify the Content Customer Publishes. In the event Customer updates the Content, the prior version of the Content will not be deleted from blockchain platform, however, only the updated version of the Content will be displayed on the Network. Following any termination or deactivation of Customer's Account, the Company may retain the Content, including additional information such as profile information and information about Customer's 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 Customer, for backup, audit or regulatory purposes, and for other actions permitted by law.

d. Customer agrees 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 Customer resides or uses the Network and the state or country in which Customer intends to buy or 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. Customer understands and acknowledges 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 retained and 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 Customer may access the Network.

f. Customer agrees it will not circumvent any technological measure 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 Network Access and Use. In connection with Customer's use of the Network, Customer hereby agrees to the use restrictions set forth in Exhibit A to this Agreement. 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. Customer hereby represents, warrants and covenants to the Company Customer's 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 Customer 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. Customer understands and agrees the Company may delete or deactivate any listing, block Customer's email or IP address, or otherwise terminate Customer's access to or use of the Network (or any part thereof), immediately and without notice, if the Company believes Customer breached any term or condition set forth herein, without liability or penalty to Customer.

5. Proprietary Rights.

a. This is an agreement for services and Customer is not granted any license hereunder. As between Customer 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. Customer agrees 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, Customer will not have or acquire any rights or interest in or to the Software or the Network. Customer acknowledges the Software contains proprietary information and trade secrets of the Company. Customer agrees it 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) possess or use the Software in any format other than machine-readable format; or (v) take any act to remove, obscure, interfere with or modify the presentation

or functionality of any aspect of the Software or the Network. Notwithstanding the foregoing, if Customer is located within the European Union, the prohibitions set forth in this Section 5(a) will not affect Customer's rights under any of the legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

b. Customer agrees to report immediately to the Network, and to use commercially reasonable efforts to stop immediately, a violation of any term or condition set forth in this Section 5. Further, Customer acknowledges and agrees 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 © TRUST YOUR SUPPLIER INC., all rights reserved.

c. The Company does not own or claim ownership of any Content that Customer Publishes; provided, however, that Customer hereby grants, and upon Publication automatically grants, 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 Customer Publishes solely in connection with the operation of the Network and the other purposes expressly set forth in this Agreement. Customer hereby agrees it does 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 Customer's benefit, Customer hereby grants 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 Customer Publishes, including, but not limited to, any unauthorized downloading, extraction, harvesting, collection or aggregation of Content that Customer Publishes.

e. Subject to the terms and conditions set forth in this Agreement, Customer is permitted to display on its own website (e.g. for use in personal web blogs or personal online media) Customer's individual listings from the Network, or create a hyperlink on Customer's website to Customer's listings; provided that, Customer's website does not contain any content described in Exhibit A to this Agreement.

## 6. Interactions with Third 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"). Such 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 these Third Party Links and

Ads only as a convenience to Customer, 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 Customer and a third party, and/or any purchase, download or use by Customer of any of the Third Party Links and Ads (each, a "Third Party Interaction"), is solely between Customer and such third party, and Customer hereby releases and holds 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 Customer clicks 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 Customer 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. Customer hereby acknowledges and agrees: 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 Customer agrees the Company will not be liable for any acts or omissions based on its reliance thereon.

d. Customer hereby acknowledges and agrees that Customer is responsible solely for ensuring Customer's 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 Customer interacts. Also, Customer agrees Customer 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, Customer hereby acknowledges the Company specifically does not warrant the accuracy, reliability or completeness of any such data and information; and agrees the Company will not be liable for any acts or omissions based on Customer's 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 Customer purchased such item or service.

## 7. Fees.

a. Customer agrees to pay to the Company the fees set forth in the Order Form and/or SOW in accordance with the payment terms set forth in the corresponding Order form and/or SOW

for Customer's access to, and use of, the Network. Unless otherwise specified, all fees are in U.S. dollars. Except as required by law, all paid fees are non-refundable. Customer shall not be obligated to pay any fees for any work performed, and the Company shall not be obligated to perform any Services, before an Order Form and/or SOW are executed by both Parties.

b. Payments for fees will be billed in advance on an annual basis and will be due net thirty (30) days from the invoice date. Customer will be responsible for and will pay any applicable sales, use or other taxes or duties, tariffs or the like applicable to Customer's 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 Customer 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 Customer fails to make a payment within thirty (30) days of the invoice date, the Company may discontinue, terminate, or suspend Customer's access to and use of the Network, without notice and without incurring any liability to Customer. Despite any such discontinuation or suspension, Customer acknowledges and agrees Customer 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 invoice date, Customer will be responsible for and agrees 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 Customer's access to and use of the Network.

c. If and to the extent applicable, Customer hereby authorizes the Company's designated third party payment processor (the "Payment Processor") to charge Customer's specified credit card, debit card or other payment method for such fees as are set forth in the Customer's Account. The Payment Processor is a payment intermediary service to process credit and debit card transactions. By using the Network, if and to the extent Customer elects to remit payment by credit card, Customer also agrees to be bound by the 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 Customer's financial information, such as Customer's bank routing or account numbers, or Customer's debit or credit card account numbers. Customer expressly understands and agrees the Company will not be liable for any payments and monetary transactions that occur through Customer's use of the Network. Customer is responsible for all transactions (one-time, recurring, and refunds) processed through the Network and/or the 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. CUSTOMER HEREBY AGREES ITS USE OF THE NETWORK AND THE CONTENT IS AT ITS SOLE RISK AND THAT IT WILL BE RESPONSIBLE SOLELY FOR ANY DAMAGE OR LOSS TO CUSTOMER OR ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ITS 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 NON-CUSTOMER 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 CUSTOMER'S 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 CUSTOMER.

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THE NETWORK RELIES UPON THIRD PARTY SOFTWARE AND HARDWARE FOR CERTAIN FUNCTIONS AND THE COMPANY MAKES NO REPRESENTATION, WARRANTY, PROMISE OR GUARANTEE TO CUSTOMER 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 CUSTOMER FOR ANY FAILURE THEREOF.



CUSTOMER ACKNOWLEDGES 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 Customer's and Customer's 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.

Customer acknowledges and understands 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 Customer's 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, Customer acknowledges these inherent risks.

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

10. Limitation of Liability. EXCEPT TO THE EXTENT ARISING AS A RESULT OF A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 BELOW, IN NO EVENT WILL A PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY 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 CUSTOMER FOR ANY ACTION OF ANY THIRD PARTY OR ANY THIRD PARTY-PUBLISHED CONTENT. THE COMPANY'S MAXIMUM LIABILITY TO CUSTOMER 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 LESSER OF THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$365,000) AND THE AMOUNT CUSTOMER 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 CUSTOMER.

No claim may be asserted by a Party against the other Party more than twelve (12) months after the termination or expiration, as applicable, of this Agreement.

11. Indemnification.

a. At Customer's sole cost and expense, Customer hereby agrees 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 third party 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) Customer's breach of any term or condition, or of any of its representations or warranties, set forth in this Agreement; (ii) a Third Party Interaction; and/or (iii) any Content Published by Customer or through Customer's Account.

b. The Company hereby agrees to defend and hold harmless Customer and its Indemnitees in any third party action or claim, and to indemnify Customer and its Indemnitees from and against any and all Losses arising from such action or claim, to the extent directly related to: (i) the Company's infringement or misappropriation of a third party's intellectual property rights; or (ii) the Company's breach of its confidentiality obligations under Section 14(a) below.

c. If Customer's 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 Customer the right to continue using the affected parts of the Network; (ii) replace or modify the affected parts of the Network so that Customer's use becomes non-infringing; and/or (iii) terminate Customer's right to use the Network and refund a pro rata portion of the fees prepaid by Customer.

12. Governing Law and Venue; Waiver of Class Action.

a. 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 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, Customer hereby irrevocably consents. All rights and remedies hereunder are cumulative.

b. 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.

a. The term of this Agreement commences on the Effective Date and, unless earlier terminated as provided herein, continues as specified in the corresponding Order form and/or SOW. Contemporaneous with the expiration of the Initial Term and each successive one (1)-year term thereafter, this Agreement will be renewed for successive one (1)-year terms until terminated in accordance with the terms and conditions set forth herein (each such one (1)-year term, and the Initial Term, collectively, the "Term").

b. 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. The Customer shall not be eligible for any refund of fees previously paid.

c. 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.

d. Customer's termination notice must be emailed to the Company at: [info@trustyoursupplier.com](mailto:info@trustyoursupplier.com). Notwithstanding any termination or expiration of this Agreement, Customer will remain obligated to pay the Company amounts which were incurred

and subscribed to prior to (and on) the effective date of such termination, and no refunds shall be issued for any portion of the fees, if and to the extent applicable.

e. Upon any termination of this Agreement, Customer 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. Customer acknowledges the Company reserves the right to take action, technical, legal or otherwise, to block, nullify or deny Customer's ability to access the Site and the Network. Customer understands 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. Confidential Information; Privacy Policy; Data Privacy.

a. The Receiving Party 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 Customer's case, of each other user of the Network accessed by Customer as a result of its 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. 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 such 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 the 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. Customer acknowledges the Company will not be liable in any way for a breach of this Section 14 by another user of the Network.

b. The Company's privacy policy posted at: [trustyoursupplier.com/privacy](http://trustyoursupplier.com/privacy) generally applies to the Company's treatment of information received from or about individuals (the "Policy"). From time to time, the Company may modify the terms and conditions set forth in the Policy, which modifications shall become effective once posted on the Site. The Company will notify Customer of any such modifications by email delivered to Customer's email address of record. The

Company will take appropriate, generally accepted industry, technical, administrative, and organizational measures against the unauthorized use or unlawful processing of Customer's 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 attached as Exhibit B to this Agreement.

Furthermore, the Parties will cooperate with each other in pursuing any of legal remedies against third parties that have impermissibly accessed or used the Customers Confidential Information. The Company shall bear the cost it incurs as a result of its compliance with this Section. Notwithstanding the indemnification provisions of this Agreement, the Company understands and agrees that there shall be a two million dollar (\$2,000,000) cap on liability for direct damages arising out of breach of confidentiality involving breaches of data that lead to the release and misuse of data pertaining to the Customers or its employees. All damages arising out of or relating to Identified Breaches shall be deemed direct damages for purposes of this Agreement recognizes.

15. Professional Services. From time to time, the Company may provide professional consulting services to Customer. In case of each such provision, the Parties will enter into a written statement of work (or purchase order) that references this Agreement and that sets forth the scope of those services, the compensation therefor, and such other terms and conditions as the parties determine (a "Statement of Work"). Customer understands the Professional Services are not required for Customer's use of the Network. Except to the extent expressly set forth in such Statement of Work, such Statement of Work is subject to, and governed by, this Agreement.

16. Notices. Except to the extent expressly set forth herein, all notices and communications hereunder shall be in a writing and shall be transmitted by email, hand delivery, overnight courier service or by registered or certified mail, return receipt requested, postage prepaid, to the address set forth under the signature blocks below.

17. Relationship of the Parties. 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.

18. Miscellaneous. If Customer is located outside of the U.S., additional terms attached to this Agreement as Exhibit C apply if and to the extent set forth therein. 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. Customer 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. This Agreement and the Policy constitute the entire agreement and understanding between Customer and the Company and supersede all prior and contemporaneous agreements, documents, and proposals, oral or written, between Customer 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, Customer agrees the Company may use or incorporate any suggestions or recommendations submitted by Customer without compensation or attribution to Customer, and Customer hereby assigns to the Company all rights, title and interest in and to such suggestions or recommendations. Except to the extent expressly set forth herein, this Agreement may be amended or modified only in a writing, executed by an authorized representative of each Party.

[signature page follows]

IN WITNESS HEREOF, each of the undersigned executes this Agreement to be effective as of the Effective Date.

COMPANY

TRUST YOUR SUPPLIER INC.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address (for notices): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

CUSTOMER

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address (for notices): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

EXHIBIT A  
CONTENT AND NETWORK USE RESTRICTIONS

1. Content Restrictions. Customer hereby represents, warrants and covenants that without the Company's prior written consent, no Content relates to or references, or will relate to or reference: (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.

2. Use Restrictions. Customer hereby agrees not to: (a) 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; (b) 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; (c) 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; (d) perform or facilitate any act which interferes with or disrupts the Network or servers or networks connected to the Network; (e) contact any user or any individual who has asked not to be contacted; (f) harass, stalk or otherwise disturb any individual participating in the Network; (g) purposefully post Content in an irrelevant category; (h) impersonate any person or entity or falsely state or misrepresent Customer's affiliation with another person or entity, including, without limitation, the Company; (i) 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; (j) 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; (k) 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 (l) 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.

EXHIBIT B  
DPA

EXHIBIT C  
INTERNATIONAL ADDENDUM

1. To the extent Customer is 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 by the Company and Customer and set forth in a country-specific exhibit to the Agreement.
2. SOLELY IF AND TO THE EXTENT REQUIRED IN ORDER TO MAKE THE LIMITATION OF LIABILITY SET FORTH IN SECTION 10 OF THE AGREEMENT ENFORCEABLE UNDER APPLICABLE LAW OUTSIDE OF THE U.S., NOTHING SET FORTH IN THIS AGREEMENT WILL 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 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. India. If Customer is located in the Republic of India, Customer hereby expressly agrees 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, Customer hereby expressly agrees 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.

EXHIBIT D  
CUSTOMERS PURCHASING SERVICES FROM IBM

Apart from the previously mentioned conditions, the following conditions are relevant to customers procuring services from IBM:

1. IBM's terms will govern and take precedence over the company's terms regarding billing, payment, subscription terms, and termination rights for orders placed by customers with IBM for the Cloud Service.
2. Customer is required to accept IBM's standard terms for a third-party offering, which outlines terms related to order fulfillment, charges, payment, and taxes. These terms explicitly state that:
  - a. The Cloud Service is supplied by a third-party (not IBM).
  - b. The terms of the relevant third-party agreement apply to the use of such Cloud Service.
  - c. IBM is not a party to any such third-party agreement and is not responsible for the delivery or use of the Cloud Service.