

STRATEGIC AFFILIATE AGREEMENT

This Strategic Affiliate Agreement (this “**Agreement**”) is dated and effective as of _____, 2021 (the “**Effective Date**”), by and between TRUST YOUR SUPPLIER INC., a North Carolina corporation located at One Copley Parkway, Suite 216, Morrisville, NC 27560 (“**CSM**”), and [strategic affiliate], located at [address] (the “**Strategic Affiliate**”).

WHEREAS, CSM is the provider of “Trust Your Supplier,” a blockchain-based supplier information management system (the “**Network**”);

WHEREAS, Strategic Affiliate is a provider of software, services, and technology designed to analyze the financial health of public and private companies; and

WHEREAS, each party desires to promote the other party’s products and services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Appointment.**

(a) Subject to the terms and conditions set forth in this Agreement, each party hereby appoints (in such capacity, the “**Appointing Party**”) the other party (in such capacity, the “**Referring Party**”), and such Referring Party hereby accepts such appointment, to promote and market those of the Appointing Party’s products and services as are set forth in **Exhibit A** attached hereto and incorporated herein by reference (“**Products and Services**”) in accordance with the terms and conditions set forth herein for the purposes of referring Customers (as defined herein) to the Appointing Party. For purposes of this Agreement, “**Customer**” means each unique and bona fide customer that: (i) the Referring Party introduces to the Appointing Party through lawful means; (ii) with which such Appointing Party has no pre-existing relationship; and (iii) that enters into an agreement with such Appointing Party within one hundred eighty (180) days of the introduction described in this Section 1 pursuant to which such Appointing Party will provide such customer with such Appointing Party’s products and/or services.

(b) In exchange for each Customer referred by a Referring Party to an Appointing Party hereunder, such Appointing Party will pay a commission equal to thirty percent (30%) of Revenue (as defined herein). Commission payments will be made only during the Term (as defined below) and will be payable by check no later than thirty (30) days after the last day of the calendar quarter, or such other time period as mutually agreed upon by the parties, in which such Revenue is actually received by such Appointing Party. For purposes hereof, “**Revenue**” means gross revenue, excluding one-time or project-based revenue from professional services, actually received by an Appointing Party from each Customer, minus refunds, rebates, setoffs, discounts, promotions, charge backs, non-payments, or defaults, any of which may be set-off against amounts already paid to such Referring Party.

(c) CSM will promote Strategic Affiliate’s Products and Services through the integration of the Strategic Affiliate API (as defined herein) with the Network; Strategic Affiliate will promote the Network within its online presence, if and as agreed upon by the parties. If and

as applicable during the Term, Strategic Affiliate will provide CSM with access to, and specifications for, the application programming interface associated with Strategic Affiliate's software (the "**Strategic Affiliate API**"). CSM will use the Strategic Affiliate API to create an integrated product that provides potential and actual customers of Strategic Affiliate and/or CSM with access to features and functionalities mutually agreed upon by the parties (the "**Integrated Product**"). The parties will cooperate reasonably and in good faith to resolve bugs, malfunctions and non-conformities that may arise with respect to the Integrated Product. For purposes of avoiding doubt, the Integrated Product will include the development of functionality to consolidate, import and display data from the Strategic Affiliate API. From time to time, this Agreement may be amended by the parties to provide for the integration of other technologies and platforms owned or controlled by the parties and for the terms and conditions associated therewith, including, but not limited to, additional payment terms.

(d) During the Term, Strategic Affiliate hereby grants to CSM a limited, royalty-free, non-transferable, non-sublicensable, and non-exclusive right and license to access and use Strategic Affiliate's Products and Services as reasonably necessary to: (i) provide such Products and Services to end users of the Network; and (ii) provide related and agreed upon support services. In addition to the foregoing, during the Term and subject to the terms and conditions set forth herein, to the extent any software provided by Strategic Affiliate is required to be downloaded or installed or otherwise incorporated, Strategic Affiliate hereby grants CSM a non-exclusive, non-transferable, non-sublicensable, limited, worldwide, royalty-free, fully paid-up license to use such software solely in connection with its intended use under this Agreement. Strategic Affiliate hereby represents and warrants: (A) no software or content provided by Strategic Affiliate hereunder links, integrates, incorporates or otherwise uses any open source, copyleft, public or similar software (including, without limitation, any software licensed under the GPL or LGPL) in any manner that would cause CSM to make or permit any disclosure of, or to make available, any source code for CSM's (or any of its licensors') proprietary software, or to prohibit CSM from restricting further modification or distribution of its source code by third parties; (B) no software or content provided by Strategic Affiliate hereunder intentionally contains or will contain any viruses or other malicious code; and (C) to its knowledge, the execution, delivery and performance by Strategic Affiliate of this Agreement does not and will not infringe any intellectual property right or other legal right of any third party

2. **Licenses.** In connection with the appointment described in Section 1 above, each party (in such capacity, "**Licensor**") hereby grants to the other party (in such capacity, "**Licensee**") a limited, nonexclusive, non-transferable, revocable, royalty-free, fully-paid up license to use during the Term the trade names, trademarks, service marks, "d/b/a"s, names, URLs, or logos (collectively, the "**Marks**") that Licensor provides to Licensee hereunder. Licensee hereby agrees not to: (a) alter or otherwise modify any of Licensor's Marks; (b) attack ownership of, or rights to, any of Licensor's Marks; (c) intentionally use Licensor's Marks in a way that might deceive others, create a likelihood of confusion or destroy or diminish the goodwill in any of Licensor's Marks; or (d) state, imply or otherwise infer the parties are equity partners, joint ventures or otherwise tied or related.

3. **Confidentiality.** Each party acknowledges and agrees that in the course of the performance of its obligations hereunder, each party (in such capacity, the "**Receiving Party**") may have access to, or be provided with, certain confidential or proprietary information of the other party (in such capacity, the "**Disclosing Party**"), which is either labeled with a "confidential" or like marking, or which the Receiving Party reasonably should know to be confidential or

proprietary to the Disclosing Party thereof under the circumstances of such access or disclosure or in light of the nature of the information disclosed (the “**Confidential Information**”). The Receiving Party agrees to take all reasonable measures to maintain in confidence the Confidential Information received from the Disclosing Party, and at all times during and after the Term, to refrain from using or disclosing to any third party any such Confidential Information, for any purpose not directly associated with this Agreement or the performance of the Receiving Party’s obligations hereunder. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) becomes publicly available without any breach of this Agreement; (b) is independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Confidential Information, as must be evidenced by written records created contemporaneously with such development; (c) may be disclosed pursuant to the written consent of the Disclosing Party thereof; or (d) becomes known to the Receiving Party after rightful disclosure from a third party not under an obligation of confidentiality to the Disclosing Party and without any violation of applicable law. In the event the Receiving Party becomes required by law, rule, regulation, judicial or administrative process to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party shall, prior to making such disclosure, to the extent permitted by applicable law or regulation, provide the Disclosing Party with prompt written notice thereof, so that the Disclosing Party may seek a protective order or other appropriate remedy. To the extent technologically feasible, all of a Disclosing Party’s Confidential Information shall be returned or destroyed, as instructed by such Disclosing Party, upon the earlier to occur of the Disclosing Party’s request or the termination or expiration of this Agreement.

4. **Term and Termination.**

(a) Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty-four (24) months, unless earlier terminated as provided herein (the “**Initial Term**”). At the expiration of the Initial Term, unless earlier terminated in accordance with Section 4(b) below, this Agreement shall renew automatically for successive one (1)-year periods (each, a “**Renewal Term**,” and together with the Initial Term, the “**Term**”).

(b) Termination. This Agreement may be terminated by: (i) either party at any time, by providing the non-terminating party with ninety (90) days’ prior written notice of its intention to so terminate; or (ii) a party, upon the breach by the other party of any term or condition set forth herein, or breach of any of such other party’s representations or warranties set forth herein, in any event, that is not cured within thirty (30) days’ after receipt by the breaching party of written notice thereof from the non-breaching party. Upon the termination of this Agreement, the licenses granted in Section 2 above shall terminate effective immediately as of the date of such termination.

(c) Surviving Terms. Notwithstanding any termination of this Agreement, the terms and conditions set forth in Sections 3, 4, 6, 8, 9, 10, 11 and 15 hereof (except as otherwise expressly set forth herein) shall survive.

5. **Representations, Warranties and Covenants.** Each party represents and warrants to the other party that: (a) in connection with the appointment described herein, such party will comply with all applicable laws; (b) such party will present the other party’s Products and Services to potential customers, accurately, fairly and truthfully and will not make any misleading, unfair or deceptive statements about such other party or its Products and Services, or misrepresent any of them in any way; (c) such party will not disparage the other party or its Products and Services; (d) such party’s execution, delivery and performance of this Agreement will not result in any violation

of any other agreement or arrangement; (e) such party is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation, and has the full power and authority to enter into and perform its obligations under this Agreement; and (f) when executed and delivered by it, this Agreement will constitute the legal, valid, and binding obligation of such party enforceable against it in accordance with the terms hereof.

6. **Notices.** 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.

7. **Relationship of the Parties.** Although reference is made to the term “Strategic Affiliate” in this Agreement, the parties do not intend to create a partnership or joint venture in the legal sense, but only a referral relationship. The parties agree they are independent contractors and that neither of them has any fiduciary duty to the other. Neither party is the agent of the other. Neither party may represent to any person that it has the power to bind the other party to any service contract or other agreement, or take any action reasonably likely to lead a third party to believe that it is the agent or representative of the other party.

8. **Disclaimer of Warranty.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, EACH PARTY’S PRODUCTS AND SERVICES ARE PROVIDED “AS IS”. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, EACH PARTY HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT. NEITHER PARTY WARRANTS ITS PRODUCTS AND SERVICES WILL MEET THE OTHER PARTY’S REQUIREMENTS, NOR DOES EITHER PARTY GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING SUCH PARTY’S PRODUCTS AND SERVICES.

9. **Limitation of Liability.** Except to the extent arising in connection with its indemnification obligations under Section 10 below, in no event will a party be liable to the other party or to any third person for any lost profits, special, indirect, incidental, exemplary, cover, consequential or punitive damages arising from or related to such party’s products and services or this Agreement, including, but not limited to, damages for loss of profits, loss of business or goodwill, loss of data or use of data, interruption of business, even if such party was advised in advance of the possibility of such losses or damages. Except to the extent arising in connection with a party’s indemnification obligations under Section 10 below, such party’s total cumulative liability to the other party or to any third party for claims, losses or damages of any kind, whether based on contract, tort, negligence, indemnity or otherwise, arising out of or related in any way to this Agreement or to such party’s products and services will not exceed the commission actually paid to such party in the twelve (12) months immediately preceding the month in which such claim, loss or damage arose. Neither party is or will be responsible or liable for any downtime or failure of performance or slowdown in deliverability that may occur from time to time.

10. **Indemnification.** Strategic Affiliate hereby agrees to defend and hold harmless CSM and its affiliates, and its and their directors, officers, employees, agents, successors and assigns (collectively, the “**Indemnified Parties**”) in any action or claim, and to indemnify CSM and its Indemnified Parties from and against any and all losses, claims, damages, liabilities, suits, judgments, costs, and expenses (including reasonable attorneys’ fees and costs of any investigation

or action related thereto) suffered or incurred by the Indemnified Parties (collectively, the “Losses”) as a result of any such action or claim related to or arising out of: (a) Strategic Affiliate’s material breach of any of its representations or warranties set forth in this Agreement, or of any term or condition set forth herein; (b) the Indemnified Parties’ use of Strategic Affiliate’s Marks in accordance with the terms and conditions set forth herein; and/or (c) Strategic Affiliate’s negligence or intentional misconduct.

11. **Governing Law; Dispute Resolution.** This Agreement is governed by, and enforced in accordance with, the laws of the State of North Carolina, without regards to its conflicts of law provisions. Any unresolved controversy, dispute or claim arising out of or relating to this Agreement between the parties shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (including the expedited procedures and optional rules for emergency measures of protection thereunder). All arbitration hearings shall be conducted by one arbitrator selected in accordance with such rules in Wake County, North Carolina. A judgment upon the award may be entered in any court having appropriate jurisdiction. All costs of such arbitration shall be split equally between the parties.

12. **Force Majeure.** A party shall be excused from a delay or failure to perform its obligations under this Agreement if such delay or failure is as a result of any event beyond the party’s reasonable control and without its fault or negligence, including, but not limited to acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts, fires, explosions or floods, provided that such performance shall be excused only to the extent of, and during the reasonably unavoidable continuance of, such disability that cannot be mitigated by the reasonable actions of the delayed party. Any time specified for completion of performance falling due during or subsequent to the occurrence of any such events shall be automatically extended for a period of time equal to the reasonably unavoidable period of such disability.

13. **Assignment and Binding Language.** Strategic Affiliate may not assign this Agreement without first seeking and obtaining CSM’s prior written consent. All assignments in violation of this restriction set forth in this Section 13 shall be considered null, void and of no legal effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

14. **Modern Slavery.** Strategic Affiliate represents and warrants that it will, and will ensure that its contractors, subcontracts and suppliers will comply with all laws and regulations protecting human rights, including laws and regulations pertaining to Modern Slavery;

15. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous proposals, oral or written, and all negotiations, conversations of discussion heretofore and between the parties related to this Agreement. Each party acknowledges that it has not been induced to enter this Agreement by any representation or statements, oral or written, not expressly contained herein. No amendment or modification of this Agreement will be valid or binding unless in writing and signed by an authorized representative of each party. If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, such provision will be

deemed to be written, construed, and enforced so as to apply to the maximum extent permitted by law. No waiver by a party of any provision or condition of this Agreement shall be effective unless such waiver is expressed in writing and signed by an authorized representative of such party. A party's failure to enforce any provision of this Agreement will not constitute a waiver of its right to subsequent enforcement of such provision or any other provision of this Agreement. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. This Agreement may be executed by facsimile or PDF signatures.

[SIGNATURE PAGE FOLLOWS]

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

CSM

Strategic Affiliate

TRUST YOUR SUPPLIER INC.

[Strategic Affiliate]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____

EXHIBIT A
PRODUCTS AND SERVICES

