

THESE GENERAL TERMS AND CONDITIONS (“TERMS”) APPLY TO ALL SUPPLIERS THAT THE USER WILL PROVIDE FOR OR ON BEHALF OF THE PRINCIPAL.**1. Introduction**

Thank you for choosing Connected (hereinafter defined). Unless specifically agreed to in writing to the contrary, access to Connected is provided in accordance with these general terms and conditions (hereinafter “T&C”) and our Privacy Policy. By accepting these T&C and our Privacy Policy YOU will be provided with access credentials and will become an entity authorized to access and use Connected (hereinafter “Supplier” and/or “YOU”). If YOU are accepting this T&C on behalf of another person or a company or other legal entity, YOU represent and warrant that YOU have full authority to bind that person, company, or legal entity to these T&C. By registering and accepting these T&C and our Privacy Policy, YOU hereby enter into a binding contract with Control Union International Commodity Services S.A. (hereinafter “CUICS” and/or “Company” and/or “WE”). Company and Supplier, individually or collectively, as the context requires will be named as “Party” or “Parties”. All resulting contracts, agreements, legal and de facto acts or other arrangement will in all respects be governed by these T&C, except only to the extent that the mandatory law of the country or state where the same are concluded or carried out shall preclude such T&C and in such a case, local law(s) shall prevail wherever, but only to the extent that, it is at variance with these T&C. WE hereby urge Supplier to read these T&C carefully as it is covering important information about the service.

2. Warranties/Guarantees

The Company will provide Connected in accordance with these T&C and its Privacy Policy. Connected is provided “As Is” without warranties of any kind. WE do

not warrant that access to Connected shall be continuous or uninterrupted. In the event of a disruption in the access to Connected, WE shall as soon as reasonably practicable, notify Supplier of the same. And for this purpose, Supplier agrees to notify the Company immediately in the event that Supplier discovers an disruption to Connected. Supplier agrees and acknowledges that a delay or failure in bringing the same to the Company’s immediate attention may ultimately delay the recovery or repair of Connected and Supplier’s access to the same. However, Supplier agrees that the Company shall not be held liable or responsible for any loss or damage which Supplier or any other third party may suffer in the event that access to Connected becomes disrupted or unavailable for any reason whatsoever, including but not limited to computer down time attributable to malfunction, upgrades or preventive or remedial activities.

3. Rights of Supplier

By gaining access to Connected the Supplier has the right to do the following:

- (i) Create, register, submit, track, view orders and shipments;
- (ii) Visualize stock;
- (iii) Invite other Suppliers to Connected by entering their information;
- (iv) Manage Supplier user details;
- (v) Access helpdesk support.

4. Obligations of Supplier

Supplier shall comply with all instructions and directions pertaining to access and use of Connected which the Company may issue or instruct in accordance with these T&C or the Privacy Policy, from time to time. Further, the

- Supplier acknowledges and undertakes the following:
- 4.1. Supplier will, in relation to using Connected, only use software which has been licensed or proprietary to the Supplier for use and that such use shall not be a breach of copyright or any intellectual property or proprietary right. Further thereto, Supplier agrees and acknowledges that WE are under no obligation to ensure that Supplier's use of such software or the software itself is licensed or is not in breach of copyright or any other Intellectual Property or Proprietary Right. Accordingly, WE shall not be held liable or responsible in respect of the same.
- 4.2. The Supplier warrants not to use, attempt to use or assist any other person(s) in using Connected for any unlawful or illegal purpose, or any other purpose, prohibited under these T&C. This shall include, but is not limited to, the act of posting, transmitting, disseminating or otherwise uploading of:
- (i) Including but not limited to, Data, materials or communications which is harassing, libelous, tortuous, abusive, threatening or obscene, materials and which infringes or violates any third party's Intellectual Property Rights or that may constitute a criminal offence, give rise to civil liability, violate any applicable laws or regulations or that is otherwise objectionable such as content which contains bigotry, racism, hatred or promotes illegal activities, harm or damage.
 - (ii) Viruses, Trojan horses, worms, time bombs, cancel bots or any other harmful, disruptive or deleterious files or programs.
 - (iii) Multi-level marketing messages or offers.
- 4.3. The Supplier also warrants:
- (i) Not to disrupt or interfere with another person's use of Connected;
 - (ii) Not make any bulk transmission of unsolicited emails;
 - (iii) Not to create a false identity, use of false email address or provide false or fraudulent information about itself for the purposes of misleading the Company or any person or person(s) and/or third parties, as to your identity;
 - (iv) Not to attempt to hack into gain unauthorized access to our servers, including but not limited to dedicated server hosting, as well as Connected;
 - (v) Not to post, transmit, disseminate, upload (hereinafter referred to as "make available" any content and/or information including but not limited to Data, text, photographs, graphics, logos, messages, video, news, music, sound, or other materials for which Supplier does not possess the right to make available under applicable laws or under contractual or fiduciary relationship; and
 - (vi) Comply with all laws and regulations which relate to and govern transmission, use, protection and privacy of such content and /or information.
- 4.4. The Supplier agrees and acknowledges not to disclose certain information, material(s) or Data which are deemed sensitive/privileged/confidential/trade secret by the Supplier, the Company or any third party ("Prohibited Information"), and use its best efforts to ensure that their employees, officers, directors, agents, servants, sub-contractors and/or any other person authorized by the Supplier not to make public or disclose the Prohibited Information, without prior written consent.
- 4.5. The Supplier agrees and acknowledges that the Company reserves the right and sole discretion to edit, delete and remove any Data which appears to violate any part of the T&C. In such a situation (without prejudice to the Company's other rights and remedies, whether legal or otherwise), the Company also reserves the right to immediately limit, suspend or terminate Supplier's access to Connected should the Company find the Supplier to be responsible for the same.

- 4.6. Both Parties shall solely be responsible for the security of its Data from any form of unauthorized interference, access, viruses and harmful acts.
- 4.7. The Supplier acknowledges that, unless and to the extent stipulated to the contrary, The Company remains the sole owner of Connected inclusive of its derivatives) and all Intellectual Property Rights associated with Connected unless ownership of the Intellectual Property Rights in Connected have been vested with the Suppliers
- 4.8. Unless it is a pre-existing Proprietary Right of the Supplier, made available to the Company or any other party authorized by the Company (in which case the Supplier grants to the Company an irrevocable, non-exclusive, perpetual, world-wide, royalty-free, non-transferrable, non-assignable right to use, such pre-existing Proprietary Rights. The Supplier acknowledges that Connected is a transaction processing and decision support system and shall perform certain system functionalities that would support these objectives especially but not limited to business processes, information flows, reporting and data analytics and coordination (“Functionalities”). YOU agree to allow CUICS to use, store, gather, compile, commingle, customize, modify, enhance, translate and reproduce the data (excluding Personal Data as described in the Privacy Policy for Connected) made available to CUICS by YOU through Connected (“Supplier Data”), including but not limited to commercial, non-commercial, financial, product optimization, customer support and other internal or external business purposes as such purpose relates to Connected). Further, the Supplier is prohibited from undertaking any of the following:
- (a) Copy, modify, duplicate, create derivative works form, frame, mirror, republish, download, transmit, or distribute all or any portion of Connected and/or Data (not including Supplier Data) in any form or media or by any mean;
 - (b) Reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Connected and/or Data;
 - (c) Use Connected and/or Data to provide services to third parties;
 - (d) License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Connected and/or Data (not including Supplier Data) available to any third party except with the authorized written approval of the Company;
 - (e) Attempt to obtain, or assist third parties in obtaining, access to Connected and/or Data, other than as provided by these T&C.
- 4.9. By accepting this T&C YOU hereby allow CUICS to use Supplier Data for the following activities:
- (i) To deliver and improve the Connected service;
 - (ii) To edit, remove or delete Supplier Data;
 - (iii) Copy, modify, duplicate, create derivative works form, frame, mirror, republish, download, transmit or distribute all or any portion of Supplier Data;
 - (iv) Use, store, gather, compile, commingle, customize, modify, enhance, translate and reproduce the Supplier Data;
 - (v) Reverse compile, disassemble, or otherwise reduce to human-perceivable form all or any part of Supplier Data;
 - (vi) Use Supplier Data to provide services to third parties;
 - (vii) License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Supplier Data available to any third party except with the authorized written approval of the Company;
 - (viii) Attempt to obtain, or assist third parties in obtaining, access to Supplier Data.
- 4.10 The Supplier shall use its best endeavors to prevent any unauthorized access to, or use of Connected and/or Data and, in the

event of such unauthorized access or use, to promptly notify the Company.

5. Supplier Access to Connected

The rights provided herein are granted to the Supplier only and shall not be considered granted to any subsidiary, associate company, Affiliate or holding company of the Supplier. For the avoidance of doubt, the right to use Connected is not exclusive.

6. The granting of access to Connected shall not be construed as the granting of a license under any patent, patent application, copyright, copyright registration, trade mark law, trade secret or other proprietary right to any person or entity or implying any obligation other than is specifically stated herein.

7. Connected Services

Standard services may include all or any of the following:

- 7.1 Software or system for creating, registering, submitting and tracking orders and shipments, for visualizing stock, inviting and connecting with suppliers and accessing the helpdesk and support services.

8. The Supplier shall:

- 8.1. Adhere to the instructions given by the Company on the usage and when and where it is required, to provide sufficient Supplier Data (in the specified form and manner) and documents are given in due time to enable Connected to perform effectively. Supplier shall guarantee the correctness, completeness and reliability of any Supplier Data provided to the Company, through Connected;
- 8.2. Take all necessary steps to eliminate or remedy any obstructions or interruptions to Connected, from the Supplier.

9. Termination and withdrawal of access

- 9.1 The Company reserves the right and sole discretion to immediately and without notice to the Supplier withdraw, limit,

suspend or stop providing access to Connected if:

- (i) The Supplier was found to be in breach of any term of these T&C and such breach was not remedied within fourteen (14) days of being brought to the attention of the Supplier; or
- (ii) The Supplier, being a natural person, dies; or
- (iii) The Supplier misuse or abuses the use of Connected as specified in these T&C.
- (iv) The Supplier ceased, or threaten to cease conducting business in the normal manner.

- 9.2 The foregoing shall not operate to terminate Company's rights under Clause 4.8 hereof, for the avoidance of doubt this will include Company's right to access the Supplier Data. Termination and/or withdrawal of access does not give Supplier the right to request the Supplier Data already within Connected and to restrict the use of Supplier Data by the Company in any way.

10. Liability & Indemnification

- 10.1 The Supplier shall guarantee, hold harmless and indemnify the Company its Affiliates and its and their officers, directors, employees, agents or subcontractors and any other person authorized by the Company against any and all losses, damages, liabilities, or expenses arising from any claims for libel, infringement of copyright, patent or breach of any law or regulation whatsoever arising from or attributable to any material transmitted, received or stored via Connected and from all claims arising out of any act or omission of the Supplier or any unauthorized use of Connected. The Supplier will indemnify the Company from any damages, attorney fees and costs finally awarded against the Company as a result of a claim, or for any amounts paid by the Company under a court-approved settlement.

- 10.2 The Supplier shall guarantee, hold harmless and indemnify the Company its Affiliates and its and their officers,

directors, employees, agents, subcontractors and any other person authorized by the Company against all claims, actions, and demands (including the cost of defending or settling any claim, action or demand), which may be instituted against the Company arising out of the usage of Connected, as a result of the Supplier's actions, inactions, or negligence, it's employees, officers, directors, agents, servants, subcontractors and any other person authorized by the Supplier, if any, or any other person for whose acts or omissions Supplier is vicariously liable.

10.3 The Supplier agrees and acknowledges that the Company is under no obligation to supervise, monitor, edit or control the content and form of any Supplier Data or Data accessed, transmitted, retrieved or stored through Connected, and accordingly, the Company shall not be held liable or responsible in any way whatsoever for any such content or information.

10.4 The Company disclaims any and all liability for any Data made available through or from the use of Connected which the Supplier or any other person or persons may find offensive, upsetting, defamatory, illegal, or generally against public morals.

10.5 The Supplier shall guarantee, hold harmless and indemnify the Company its Affiliates and its and their officers, directors, employees, agents or subcontractors and any other person authorized by the Company in respect of any:

- (i) damage to property of Supplier (including, its officers, directors, employees, agents or subcontractors), whether owned, hired, leased or otherwise provided arising from or relating to the use of Connected and/or the Data;
- (ii) Pure financial losses (including but not limited to, consequential losses or liquidated damages and loss and damage to Data) suffered by the Supplier or its

officers, directors, employees, agents or subcontractors arising from or relating to the use of Connected and/or the Data.

11 Definitions:

- (i) "Affiliate": means any company, partnership or other business entity from time to time controlling, controlled by or under common control, as applicable, whereby "control" shall mean direct or indirect ownership of: (a) fifty per cent (50%) or more of the share capital or voting interest in such company or other entity; or (b) fifty per cent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or (c) in the case of a partnership, any other interest in the partnership;
- (ii) "Confidential Information" means any technical, financial or commercial information to a Party's business, facilities, products, techniques, solutions or processes that is proprietary to a Party, which is disclosed or made available to one Party by the other Party, or its representatives, in any form whatsoever (including without limitation written or verbal disclosure, demonstration, sample, computer program, document, diagram, formula, function or drawing), irrespective of whether marked as "Confidential". The content of these T&C and as well as any information that has been made available to either Party by a third party subject to an obligation of confidentiality, shall be deemed to be Confidential Information.
- (iii) "Connected" means software or system for creating, registering, submitting and tracking orders and shipments for visualizing stock, inviting and connecting with suppliers and/or third parties in the relevant industry.
- (iv) "Data": means all data, excluding Personal Data, made available to CUICS through Connected.
- (v) "Intellectual Property Rights" means all intellectual property rights subsisting, forming part or arising from Connected

but not limited to the algorithms, APIs, apparatus, circuit designs and assemblies, concepts, data, databases and data collection, business analytics data, designs, diagrams, documentations, drawings, flow charts, formulae, gate arrays, ideas and inventions (whether or not patentable or reduced to practice) know-how, materials, marketing and development plans, marks (including registered and unregistered trademarks and services marks, brand names, product names, logos and slogans) methods, models, net lists, network configurations and architectures, photomasks, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code) specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers, user interfaces, web sites, works of authorship, and other forms of technology and intellectual property that may be used or made available to the Supplier by the Company in connection with the provision of access to Connected.

- (vi) "Supplier Data": means the Data made available by Supplier, excluding Personal Data, to CUICS by the Supplier through Connected.
- (vii) "Personal Data": means if the Data Protection Law, as specified in the Privacy Policy, applies to the processing of all types of information that directly or indirectly can be attributed to a living physical person and which is processed on behalf of CUICS.
- (viii) "Company IPR": means all Intellectual Property Rights of the Company or its Affiliates, including in and to Connected.
- (ix) "Principal": means jointly and severally each Party to whom (a) accepted/declined this TERMS AND CONDITIONS;

12 Governing Law and disputes

All agreements between the Company and the Supplier are subject to Swiss Law. All disputes existing between the parties

shall be heard exclusively by a competent court in Switzerland.

13 Entire Agreement

This T&C supersedes any arrangements, understandings, promises or agreement made between the Parties and constitutes the entire understanding between the Parties hereto.

13 Variation

The Company may, at our sole discretion, vary the terms, conditions and provisions of these T&C. In the event of that we do so, such variation shall be notified to the Supplier in writing.

14 Delegation

The Company shall be entitled at its discretion to delegate the performance of the whole or any part of Connected to any agent or subcontractor.

15. Alterations

No alteration, amendment or waiver of any of these T&C shall have any effect unless made in writing and signed by an officer of the Company.

16. Contact Helpdesk

For questions and suggestions concerning the usage of Connected, please contact our Connected Helpdesk at CONNECTEDsupport@controlunion.com.

17. Acceptance

YOU hereby acknowledge and confirm that YOU have read and signed these T&C and hereby accept the same.