



Digital Assets Distribution and Technology Terms and Conditions

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING, DOWNLOADING OR USING THE COMPANY'S TECHNOLOGY. BY USING OR ACCESSING ANY OF THE COMPANY TECHNOLOGY YOU WILL BE BOUND BY THESE TERMS. IF YOU DO NOT WANT TO AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE COMPANY TECHNOLOGY.

1. INTERPRETATION

1. The following definitions apply to the Agreement:

- a. **"Access Protocols"**: means the user log-in credentials, together with the login URL required to enable Authorised Users to set their password, necessary to access, and have active Access Protocols for, the COMPANY Platform.
- b. **"Account Manager"**: means the person appointed by COMPANY from time to time.
- c. **"Advanced Value"**: has the meaning given to that term in Clause 8.1.
- d. **"Affiliate"**: means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
- e. **"Agreement"**: means these Terms and Conditions together with any Commercial Form, where applicable.
- f. **"Authorised Users"**: means those Personnel of Buyer who are authorised by Buyer to access the COMPANY Products.
- g. **"Brand"**: means a retailer, issuer, distributor, or other supplier of Digital Assets that makes Digital Assets available for sale from time to time through the COMPANY Products, or otherwise enables COMPANY to resell such Digital Assets through the COMPANY Products.
- h. **"Brand Content"**: means any and all content, data, media, information, designs, images or other materials (including all Intellectual Property Rights relating thereto or subsisting therein) that is owned by and/or licensed from the relevant Brand.
- i. **"Business Day"**: means any day which is not a Saturday, Sunday or public holiday in the United Kingdom and on which the banks are open for business in London.
- j. **"Buyer"**: means the entity to which any Authorised User works for, is contracted by or who has been granted access to the COMPANY Technology by or the entity identified in the Commercial Form, where applicable.
- k. **"Buyer Customer"**: means a customer of Buyer that makes available the Buyer Platform to End Users for the purpose of purchasing and distributing Digital Assets via the COMPANY API.
- l. **"Buyer Data"**: means any data, information or other content (including the names and email addresses of any Recipients) that is inputted by or on behalf of Buyer (including by Authorised Users) to the COMPANY Platform or via the COMPANY API.
- m. **"Buyer Float"**: means where applicable, the balance available to Buyer for the purchase of Digital Assets.
- n. **"Buyer Platform"**: means the Buyer's platform which may be made available by Buyer or Buyer Customers to End Users for the purpose of purchasing and distributing Digital Assets via the COMPANY API.
- o. **"Commencement Date"**: means the date the Buyer accepted these Terms and Conditions, when accessing the COMPANY Technology or such other date as set out in the Commercial Form, where applicable.
- p. **"Commercial Form"**: means, where applicable, the Commercial Form signed by the Parties, which incorporates these Terms and Conditions.
- q. **"COMPANY"**: means Runa Network Limited (registered in England & Wales under company number 09281949).
- r. **"COMPANY API"**: means the application programming interface made available by COMPANY to Buyer for integration of the Buyer Platform with the COMPANY Technology, together with any COMPANY Data accessed or made available via it.
- s. **"COMPANY Data"**: means any data, media, information or other content that is accessible via the COMPANY Technology (excluding any Buyer Data and including the Brand Content).
- t. **"COMPANY Platform"**: means COMPANY's web-based software-as-a-service platform owned, operated and/or licensed by COMPANY, which may be used to purchase Digital Assets and distribute them to the Recipients, together with any COMPANY Data comprised therein or accessed thereby.
- u. **"COMPANY Products"**: means (i) the COMPANY Platform, and any website and application or software used to access the COMPANY Platform; and/or (ii) the COMPANY API.
- v. **"COMPANY Technology"**: means the COMPANY Products, together with any and all technology and software owned or used by COMPANY, any associated processes, materials, tools, and business methods relating thereto, including, in each case any and all (a) updates thereto; (b) documentation relating thereto; (c) Intellectual Property Rights therein or thereto; and (d) any benchmarking, analytics or technical data relating to the performance or operation thereof.
- w. **"Consumer Price Index"**: means the Consumer Price Index published by the UK Office for National Statistics or, for US Buyers, the Consumer Price Index (CPI), for All Items, U.S. City Average, All Urban Consumers, published by the United States Department of Labor, Bureau of Labor Statistics.
- x. **"Contract Year"**: means each period of one (1) year commencing on and including the Commencement Date and each anniversary thereof during the Term.
- y. **"Data Processing Addendum"** means the data processing addendum which the

Parties may be required to enter into and forming part of the Agreement.

- z. **"Digital Asset"**: means an electronic gift card, prepaid card, voucher or other digital asset with a predefined Face Value, which is made available, from time to time, for purchase via the COMPANY Products, and which may be used, subject to any terms and conditions issued by the relevant Brand (including in relation to the expiry date of the relevant Digital Asset, to the extent an expiry date is permitted by applicable law), to make transactions with the relevant Brand, network of retailers selected by the relevant Brand, or on any other network as determined by the Brand or as set forth in the applicable terms and conditions, up to the value assigned to the electronic gift card, prepaid card, voucher or other digital asset.
 - aa. **"Digital Asset Fee"**: where applicable, has the meaning given to that term in the "Digital Assets Pricing Model" section of the Commercial Form or where there is no Commercial Form in place, the Face Value of the Digital Asset.
 - bb. **"Effective Date"**: where applicable, means the date of execution of the Commercial Form by COMPANY or Buyer (whichever is the later).
 - cc. **"End Users"**: means any individuals authorised by Buyer or Buyer Customers to access and use the Buyer Platform for the purpose of purchasing Digital Assets, to the extent otherwise permitted by the Agreement. For the avoidance of doubt, an End User may be a Recipient if the End User purchases Digital Assets for themselves.
 - cc. **"Face Value"**: means the predefined face value in a specified currency of a Digital Asset as shown on the COMPANY Platform or through the COMPANY API.
 - dd. **"Fees"**: where applicable, means the fees and charges set out or referred to in the "Fees" section of the Commercial Form (if any).
 - ee. **"Fraudulent Events"**: has the meaning given to that term in Clause 9.1(c).
 - ff. **"Initial Term"**: where applicable, means the period set out in the Commercial Form.
 - gg. **"Intellectual Property Rights"**: means all copyright and related rights, patents, rights to inventions, utility models trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 - hh. **"Link"**: means the unique code associated with each Digital Asset ordered via a COMPANY Product;
 - ii. **"Losses"**: means all losses, liabilities, damages, costs, claims, charges, demands, actions, proceedings and expenses (including legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
 - jj. **"New Agreement"**: has the meaning given to that term in Clause 2.2.
 - kk. **"Notice Period"**: where applicable, means the minimum period required to terminate the Agreement at the end of the Initial Term or the then-current Renewal Term as set out in the Commercial Form.
 - ll. **"Order"**: means an order for one or more Digital Assets placed by Buyer via the relevant COMPANY Product.
 - mm. **"Personnel"**: means a Party's employees, agents, consultants or contractors.
 - nn. **"Recipients"**: means the recipients of one or more Digital Asset(s).
 - oo. **"Renewal Term"**: means a period equal to the Initial Term.
 - pp. **"Security Incident"**: means any event that (i) materially compromises the security, confidentiality or integrity of the Buyer's data or systems including the Buyer's Platform; (ii) materially impairs the ability of the Buyer to conduct business, including unauthorised access or use of the Buyer's Platform or access to the COMPANY's Products; or (iii) is reasonably regarded as a security incident under applicable laws.
 - qq. **"Special Terms"**: where applicable, means any terms set out in the "Special Terms" section (if any) of the Commercial Form.
 - rr. **"Support Ticket"**: has the meaning given to that term in Clause 6.
 - ss. **"Term"**: means the Initial Term and any Renewal Term(s).
 - tt. **"Terms and Conditions"**: means these terms and conditions.
 - uu. **"US Buyer"**: where applicable, means a Buyer whose principal place of business indicated in the Commercial Form is located within the United States.
2. To the extent not defined in this Clause 1, and where the Parties have agreed a Commercial Form, the capitalised terms set out in the Commercial Form shall have the meaning given to them therein.
 3. References to **"Clauses"** in the Agreement are references to the clauses of these Terms and Conditions and references to **"Paragraphs"** are to the paragraphs of the Schedules to the Agreement.
 4. A **"person"** includes a natural person, corporate or unincorporated body and that person's legal and personal representatives, successors or permitted assigns.
 5. Any reference to the Agreement terminating shall, where the context requires, include a reference to the Agreement terminating by expiry of the Term.
 6. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and references to one gender are references to the other genders.
 7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
 8. The words **"include"** and **"including"** (or similar) shall be construed as illustrative only and shall not limit the sense of the description, definition, phrase or term(s) that comes before the relevant term.

9. Any reference to the **"Parties"** means COMPANY and Buyer and **"Party"** shall mean one of them.
10. Where applicable, in the case of any inconsistency, conflict or ambiguity between any of the provisions of these Terms and Conditions and the Commercial Form, the provisions of these Terms and Conditions shall prevail, except with regards to any Special Terms, which shall prevail over these Terms and Conditions.

2. COMMENCEMENT AND DURATION

1. **If the Parties have signed a Commercial Form** – Where the Parties have entered into a Commercial Form, the Agreement shall commence on the Commencement Date and continue for the Initial Term and automatically renew for further successive Renewal Terms at the end of the Initial Term and at the end of each Renewal Term, unless either Party:
 - a. gives written notice to the other Party not later than the Notice Period before the end of the Initial Term or a Renewal Term to terminate the Agreement at the end of the Initial Term or that Renewal Term; or
 - b. otherwise terminates the Agreement in accordance with Clause 20 or Clause 23.1.
2. **If the Parties have signed a Commercial Form** - Subject to Clause 2.4, if, after the effective date of termination of the Agreement pursuant to Clause 2.1, the COMPANY Platform is accessed, or the COMPANY API is used, by or on behalf of Buyer to purchase one or more Digital Asset(s), Buyer shall be deemed to have entered into a new Commercial Form on the same terms of the immediately preceding Commercial Form and subject to the Terms and Conditions (the **"New Agreement"**) with the exception of the following terms:
 - a. the Effective Date and the Commencement Date of the New Agreement shall be the date the COMPANY Platform is accessed, or the COMPANY API is used, by or on behalf of Buyer to purchase one or more Digital Asset(s); and
 - b. the Fees and the Digital Asset Fee shall be determined in accordance with the COMPANY's then current rate card.
3. **If the Parties have not signed a Commercial Form** - Where there is no Commercial Form in place, the Commencement Date will be the date these terms were first accepted, and the Agreement will continue to be in place until either party provides the other with sixty (60) Business Days' notice of termination or in accordance with clause 20.
4. Clause 2.2 shall not apply in the event of termination of the Agreement by COMPANY pursuant to Clause 20.

3. FEES

1. Subject to Clause 21.1, Buyer shall pay the Fees (if any Fees are set out in the 'Fees' section of the Commercial Form or as agreed otherwise by the Parties) within thirty (30) days of the invoice date. All Fees are invoiced in advance, unless otherwise set out in the Commercial Form, and are invoiced at the intervals specified in the Commercial Form. COMPANY shall email invoices to the Buyer billing address set out in the Commercial Form or such other billing address specified by Buyer on the COMPANY Platform.
2. COMPANY may increase the Fees on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period.

3. In addition to any other rights or remedies available to COMPANY, if Buyer fails to pay any sums by the due date:
 - a. any portion of any sums that is not paid when due and payable will accrue interest equal to five percent (5%) per month, or, if lower, the maximum interest rate allowable under applicable law, accruing on a daily basis and being compounded quarterly, from the time the indebtedness arose, with interest on all overdue interest accruing at the same rate and calculated and payable in the same manner, until fully paid, whether before or after judgment;
 - b. COMPANY may, if the sums remain outstanding after fourteen (14) days from the day of a written notice to Buyer requiring Buyer to make the payment in full suspend access to the relevant COMPANY Product and/or the provision of any and all other parts of its services to Buyer until payment of the sums is made by Buyer in full; and
 - c. COMPANY may set-off any sums due to COMPANY including any interest owed pursuant to Clause 3.3(a) by reducing the Buyer Float by an amount equivalent to the sums due to COMPANY.
4. All amounts due under the Agreement from Buyer to COMPANY shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
5. All amounts and Fees stated or referred to in the Agreement:
 - a. shall be payable in the currency set out in the Commercial Form;
 - b. are non-cancellable and non-refundable;
 - c. are exclusive of value added tax, which shall be added to the COMPANY's invoice(s) at the appropriate rate.
6. In the event the Buyer fails to pay an invoice issued by the COMPANY for Fees under the Agreement by the invoice due date, the COMPANY shall have the right to reduce the Buyer Float by an amount equivalent to the Fees.
7. The COMPANY reserves the right to add taxes as required by law, where applicable, such as sales tax or value added taxes. Buyer accepts they are responsible for any tax responsibilities applicable to their business.

4. USE OF COMPANY PLATFORM

1. If the Buyer uses the COMPANY Platform option this clause will apply.
2. Subject to Buyer's and its Authorised Users' continuing compliance with the Agreement (including payment of all Fees due and payable in accordance with Clause 3), COMPANY hereby grants Buyer a personal, non-exclusive, non-sublicensable and non-transferable licence for its Authorised Users to access and use the features and functions of the COMPANY Platform during the Term for the sole purpose of purchasing Digital Assets and distributing such Digital Assets to the Recipients.
3. Buyer is solely responsible for all activities that Authorised Users undertake on the COMPANY Platform. Buyer shall immediately notify COMPANY of any unauthorised use of any Authorised User's Access Protocols or any security issues it becomes aware of or if they are not following the recommended security standard set out in the COMPANY's documentation.
4. COMPANY will not be liable for any Losses suffered by Buyer arising from Buyer's failure to ensure each Authorised User maintains the

confidentiality of its Access Protocols, including in respect of a Security Incident, any Fraudulent Events or any non-compliance with applicable laws.

5. Buyer shall ensure that:
 - a. only Authorised Users access the COMPANY Platform; and
 - b. each Authorised User maintains the confidentiality of the Access Protocols.

5. USE OF COMPANY API

1. If the Buyer uses the COMPANY API this clause will apply.
2. Subject to Buyer's continuing compliance with the Agreement (including payment of all Fees due and payable in accordance with Clause 3), COMPANY hereby grants Buyer a personal, non-exclusive, non-sublicensable and non-transferable licence to use the COMPANY API during the Term to:
 - a. integrate the COMPANY API with the Buyer Platform; and
 - b. display COMPANY Data received via the COMPANY API within the Buyer Platform, for End Users to purchase Digital Assets and distribute such Digital Assets to the Recipients.
3. Buyer is solely responsible for:
 - a. the operation and security of the Buyer Platform;
 - b. all activities that Buyer, Buyer Customers and End Users undertake on the Buyer Platform; and
 - c. ensuring the latest encryption technology is used to protect and secure any API keys or passwords.
4. COMPANY will not be liable for any Losses suffered by Buyer as a result of activities that End Users undertake on the Buyer Platform, including in respect of any Fraudulent Events.
5. Buyer may only make available the Digital Assets within the Buyer Platform.
6. Without prejudice to Clause 14, Buyer hereby grants COMPANY a limited, non-exclusive, non-transferable and royalty-free licence to use the Buyer Platform, any Intellectual Property Rights and any other data, information, software or technology made available to COMPANY by Buyer solely as may be necessary for COMPANY to perform its obligations under this Clause 5.
7. Modification of COMPANY Products - The COMPANY reserves the right, in its sole discretion, to modify, update, or otherwise alter the COMPANY Products at any time. Upon the release of any new versions or updates, the COMPANY may require the Buyer to obtain and use the most recent version of the COMPANY Products, including but not limited to the COMPANY API, in order to maintain full operational functionality. The COMPANY will provide the Buyer with a reasonable amount of notice to integrate with any new version or update of our COMPANY Products. The COMPANY may, at its discretion, provide basic technical support in connection with the Buyer's use of the COMPANY's Technology, but is under no obligation to do so.
8. The Buyer shall promptly and in any event within forty-eight (48) hours, notify the COMPANY in writing to security@runa.io upon becoming aware of any Security Incident. Such notice shall summarise in reasonable detail the impact of the Security Incident and the corrective action taken or being taken by the Buyer. The Buyer shall cooperate fully with the COMPANY in all reasonable and lawful requests for information and efforts to prevent or mitigate the Security Incident's impact any further. The COMPANY reserves the right to suspend the Buyer's access to the

COMPANY API until it receives all relevant information requested from the Buyer.

6. SUPPORT SERVICES

1. Subject to Clause 6.2, COMPANY shall provide reasonable assistance to Buyer in relation to the use of the COMPANY Products and the purchase and distribution of Digital Assets, including by providing access to, or making available to, Buyer, the COMPANY's product support content and any documentation relating to the relevant COMPANY Product (the "Support Services"). Buyer shall log a support ticket using the tool or method communicated by COMPANY from time to time. COMPANY shall provide the Support Services during normal office hours on Business Days.
2. Buyer shall ensure that any End Users and Recipients shall, if requested by COMPANY, direct any queries concerning the specific Digital Assets to the relevant Brand.

7. DIGITAL ASSETS

1. Subject to Clauses 7.2 to 7.5, COMPANY shall make available Digital Assets for purchase by Buyer via the COMPANY Products.
2. Subject to Clause 8, the Buyer may purchase Digital Assets on the COMPANY Products either:
 - a. By depositing a pre-paid deposit in the form of a Buyer Float. Purchases are subject to Buyer having sufficient Buyer Float. Buyer may increase the value of the Buyer Float by making a payment to COMPANY. The value of the Buyer Float shall increase by an amount equivalent to the amount received by COMPANY pursuant to this Clause 7.2(a);
 - b. On the COMPANY Platform only - By using a Credit or Debit Card. This is subject to the Buyer agreeing to pay all charges (including Credit Card or Debit Card fees and fraud processing checks which the COMPANY incurs from payment providers, such charges will be detailed in the checkout and require Buyer's approval before being charged).
3. Buyer shall pay, by Credit or Debit Card or via the available Buyer Float, the Digital Asset Fee in respect of each Digital Asset purchased by it via the relevant COMPANY Product. The value of the Buyer Float shall decrease by an equivalent amount if this is the used payment method.
4. Subject to Clause 7.5, once Buyer has placed an Order and paid for the Order in accordance with Clause 7.3, COMPANY shall deliver the Links to the Digital Assets (i) to the email addresses of the Recipients provided by or on behalf of the Buyer, an Authorised User or End User when placing the relevant Order or (ii) to the Buyer Platform.
5. Buyer acknowledges and agrees that:
 - a. Buyer shall be solely responsible for ensuring the correct email addresses of the Recipients are provided when placing an Order and COMPANY shall have no responsibility for:
 1. failure to deliver a Digital Asset due to an incorrect email address provided by or on behalf of Buyer, an Authorised User or an End User; or
 2. delivery of a Digital Asset to an incorrect email address provided by or on behalf of Buyer, an Authorised User or an End User;
 - b. the Digital Assets are subject to availability and COMPANY reserves the right, at any time, to:
 1. impose quantity limits on any Order, or restrict the types of

- Digital Assets that Buyer may purchase as part of any Order;
2. reject or delay the delivery of all or any part of an Order or place other restrictions on an Order for certain reasons including:
 1. unavailability of the Digital Assets from the relevant Brand;
 2. downtime or other technical issues at the Brand's processor which prevent the issuance or delivery of the Digital Assets;
 3. insufficient Buyer Float;
 4. actual or reasonably suspected unauthorised access to the COMPANY Technology via the Buyer's systems;
 5. actual or reasonably suspected fraud via the Buyer's systems or activity due to a Security Incident; or
 6. COMPANY reasonably believes that the sale of the Digital Assets may violate applicable law, or that Buyer may distribute or use the Digital Assets in a manner that is in violation of applicable law.
 3. discontinue and/or vary the type and number of Digital Assets available for purchase via the COMPANY Products;
 4. cease offering Digital Assets issued by a Brand; or
 5. amend the pricing of a Digital Asset in the COMPANY's catalogue.
 - c. with respect to the purchase of Digital Assets in the United States, Buyer is purchasing such Digital Assets from COMPANY, and COMPANY is a distributor of Digital Assets to Buyer, for further distribution to Recipients;
 - d. once the Recipient has clicked on the Link, the terms and conditions of the relevant Brand apply to the Digital Asset (including in relation to the expiry date of the relevant Digital Asset, to the extent an expiry date is permitted by applicable law);
 - e. once an Order is placed, Buyer shall not be entitled to a refund (whether in full or in part) in respect of the Order or part of it, unless the refund is due to an error caused by COMPANY as determined by COMPANY acting reasonably. For the avoidance of doubt, Buyer shall be solely responsible for any refunds it gives to End Users and/or Recipients and no refunds shall be due by COMPANY to End Users and/or Recipients; and
 - f. if there are any unclaimed funds associated with the Link, the unclaimed funds will belong to the COMPANY.
- However, if the End User does access the Link at a later date, which is prior to the expiration date of the Digital Asset, any unclaimed funds associated with the Digital Asset will belong to the Brand.
6. Buyer shall bear all fees, costs and charges incurred by Buyer and/or imposed by a third party when making payments to COMPANY either by Credit or Debit Card or to increase the value of the Buyer Float in accordance with Clause 7.2.
 7. Buyer acknowledges that COMPANY does not warrant, represent, endorse, support or guarantee the completeness, truthfulness, accuracy, reliability, performance, fitness for purpose or any other attributes of any Brand Content, nor shall COMPANY be responsible for reviewing or attempting to verify the accuracy or currency of any Brand Content.
 8. To the fullest extent permitted by law, COMPANY expressly disclaims any and all express or implied terms of any nature relating to the Brand Content.
- 8. ADVANCED VALUE**
1. Where the Buyer has a Buyer Float – The COMPANY may, in its absolute discretion, and subject to further agreement between the Parties, agree to increase the value available to Buyer in the Buyer Float by a certain amount (the **"Advanced Value"**) which, for the avoidance of doubt, may not be the full amount requested by Buyer if:
 - a. the Buyer Float is insufficient to pay for an Order; and
 - b. there is a delay with regards to the payment made by Buyer to COMPANY to increase the Buyer Float in accordance with Clause 7.2(a), provided that Buyer:
 - c. has made the payment to COMPANY to increase the value of the Buyer Float in accordance with Clause 7.2 (a);
 - d. provides written evidence of confirmation of the bank transfer to COMPANY to increase the value of the Buyer Float, by at least the value of the Advanced Value.
 2. Any Advanced Value shall be owed as a debt by Buyer to COMPANY. Until such time as the Advanced Value is repaid to COMPANY, COMPANY shall be entitled to:
 - a. decrease the value of the Buyer Float by an amount equal to the Advanced Value; and/or
 - b. require Buyer to pay to COMPANY on demand (and in any case within fourteen (14) days from COMPANY's request) an amount equal to the Advanced Value.
 3. Buyer shall raise a request for Advanced Value by sending an email to its Account Manager or cs@runa.io if Buyer does not have a dedicated Account Manager, with finance@runa.io in copy.
- 9. BUYER OBLIGATIONS**
1. Buyer shall:
 - a. comply with the Brand's terms and conditions applicable to the Digital Assets issued or distributed by such Brand and purchased by Buyer and ensure that such terms and conditions are conveyed to the Recipients of the Digital Assets;
 - b. obtain prior written approval from the relevant Brand(s) in accordance with Clause 9.4 in the event that Buyer or a Buyer Customer intends to:
 1. purchase Digital Assets for promotional and/or marketing activities;
 2. make Digital Assets available for purchase or use Brand

Content as part of promotional and/or marketing activities (including in respect of offering a discount in respect of a certain Brand or category of Digital Assets);

3. amend the template of a Digital Asset as made available by COMPANY via the COMPANY Products;
 - c. take all necessary steps to prevent: (i) unauthorised access to the COMPANY Platform or COMPANY Technology via the use of the COMPANY API; (ii) unauthorised or fraudulent Orders; (iii) the unauthorised or fraudulent purchase or use of Digital Assets; and (iv) the unauthorised or fraudulent use of any Advanced Value, in each case whether by using the Access Protocols, the Buyer Platform and/or the Buyer's systems ((i) to (iv) together, the "**Fraudulent Events**");
 - d. comply with all applicable laws and regulations with respect to its activities under the Agreement, the operation of the Buyer Platform and the purchase of Digital Assets (including, the U.S. state money transmission laws, the U.S. federal Bank Secrecy Act, the Payment Services Regulations 2017 and The Electronic Money Regulations 2011, each to the extent applicable to the Digital Assets);
 - e. obtain and maintain all necessary licences, consents, and permissions necessary for Buyer and its contractors and agents to comply with the Agreement, including in respect of its activities under the Agreement, the operation of the Buyer Platform and the purchase of Digital Assets (including having and maintaining all necessary U.S. federal, state, and local licenses, permits, approvals, registration or other authorizations from all applicable state and federal regulatory and governmental authorities, such as U.S. state money transmission laws, the U.S. federal Bank Secrecy Act to the extent applicable to the Digital Assets);
 - f. upon request by COMPANY provide COMPANY with true and accurate information on (i) the reasons for purchasing Digital Assets; (ii) how Buyer uses or intends to use the Digital Assets; and (iii) how Buyer displays or intends to display the Digital Assets on the Buyer Platform;
 - g. take all necessary steps to establish the existence and the identity of the Buyer Customers; and
 - h. not distribute any Digital Asset to any Recipient or any other individual that Buyer or COMPANY has a reasonable basis to believe is engaged in illegal conduct.
2. Upon request by a Brand, COMPANY may disclose to such Brand any necessary information relating to Buyer and any of its Orders, and Buyer hereby consents to such disclosure.
 3. Buyer shall indemnify, defend and hold COMPANY and its officers, directors, employees and agents harmless from and against any and all Losses arising from or in connection with (i) a Fraudulent Event or (ii) breach of Clauses 9.1(a) to 9.1(e) and 9.1(h).
 4. In order to obtain the Brand's prior written approval in respect of Clause 9.1(b), Buyer shall email its

Account Manager or cs@runa.io if Buyer does not have a dedicated Account Manager and provide sufficient details of any amendments to the template of the relevant Digital Assets, the intended marketing and/or promotional activity, the relevant Digital Assets, the period and duration of the promotional activity and any other information requested by COMPANY and/or the Brand. Buyer acknowledges and agrees that any such approval shall be at the Brand's absolute discretion and subject to any conditions or requirements imposed by the Brand.

5. Upon request by the COMPANY, the Buyer agrees to promptly provide all necessary and relevant documentation and other information as required by the COMPANY. The intent of this request is to enable the COMPANY to adequately comply with its obligations under the relevant Anti-Money Laundering Regulations, any other applicable compliance checks, or any other legal or regulatory requirements. This may include, but is not limited to, proof of identity, proof of address, financial information, or any other documentation necessary to verify the Buyer's legal status, financial standing, or compliance with laws. The Buyer acknowledges that failure to provide such requested documentation or information may result in suspension or termination of services provided by the COMPANY.

10. OWNERSHIP

1. As between the Parties, COMPANY retains sole ownership of all right, title and interest, including all Intellectual Property Rights, in and to the COMPANY Technology (subject only to Clause 14.1 in respect of any Buyer Data comprised therein).
2. Buyer will not acquire any right, title or interest in or to the COMPANY Technology (subject only to the limited licences granted under Clause 4.1) and COMPANY reserves all rights therein and thereto not expressly granted in the Agreement.

11. RESTRICTIONS

1. Buyer shall not, nor shall it instruct or permit, procure, enable or request any third party (including its Authorised Users, Personnel, Buyer Customers and End Users) to take any action designed or intended to:
 - a. use the COMPANY Technology (or any part thereof) in any manner or for any purpose that is inconsistent with the Agreement;
 - b. provide or otherwise make the COMPANY Technology (or any part thereof) available to any third parties other than as provided for by the terms of the Agreement;
 - c. use the COMPANY Technology (or any part thereof) to:
 1. create, market or distribute any product or service that is competitive with the COMPANY Technology or any other part of the COMPANY Technology; or
 2. act as a service bureau on behalf of, or otherwise provide processing or services support to, any third party;
 - d. introduce to the COMPANY Technology any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other equivalent code, software routine or instructions designed or intended to disrupt, disable, harm or otherwise impede in any manner the operation of the COMPANY Technology

or any device or system owned or controlled by COMPANY or any third party, or which otherwise may damage or destroy any data or file;

- e. modify, copy, resell, rent, lease, sub-licence, load, merge, adapt or translate the whole or any part of the COMPANY Technology (or any part thereof);
 - f. contest, challenge or otherwise make any claim or take any action adverse to COMPANY's ownership of, or interest in, the COMPANY Technology (or any part thereof);
 - g. re-use, disseminate, copy, or otherwise use the COMPANY Technology (or any part thereof) in a way that infringes, misappropriates, or violates any Intellectual Property Rights or other right of COMPANY or any third party;
 - h. remove, alter, obscure COMPANY's trademark, copyright notice or any other proprietary notice from the COMPANY Technology (or any part thereof);
 - i. interfere with the proper working of the COMPANY Technology;
 - j. circumvent, disable, or interfere with security-related features of the COMPANY Technology or features that prevent or restrict use, access to, or copying the COMPANY Technology, or that enforce limitations on use of the COMPANY Technology;
 - k. impose (or which may impose, in COMPANY's sole discretion) an unreasonable or disproportionately large load on the COMPANY Technology; or
 - l. reverse engineer, decompile, unbundle, disassemble, or create derivative works based on, the whole or any part of the COMPANY Technology unless, and to the limited extent that, applicable laws of Buyer's jurisdiction require COMPANY to give Buyer the right to do so to obtain information necessary to render the COMPANY Technology interoperable with other software; provided, however, that Buyer must first request such information from COMPANY, and COMPANY may (in its sole discretion) either provide such information to Buyer or impose reasonable conditions on such use of the source code for the COMPANY Technology to ensure that COMPANY and its licensors' proprietary rights in the source code for the COMPANY Technology are protected.
2. The Buyer will ensure that no Personnel they engage from time to time, which is employed by, or provides services to, a COMPANY Competitor (as defined in Clause 11.4 below) shall be permitted to access the COMPANY Products.
 3. Without affecting any other right or remedy available to it, in the event that any Authorised User is employed by a COMPANY Competitor, COMPANY may:
 - a. deactivate the user account of that Authorised User and disable any associated Access Protocols; and
 - b. permanently and irretrievably destroy the user account of the deactivated Authorised User.
 4. In Clauses 11.2 and 11.3, "**COMPANY Competitor**" shall mean any software business that offers the same or similar products and services as the COMPANY.
 5. The Buyer may be restricted from gaining access to additional products which are available on the

COMPANY's Technology until additional terms and conditions are agreed between the Parties. Once any additional terms and conditions are agreed, they will form part of the Agreement.

12. REPRESENTATION AND WARRANTIES

1. Each Party warrants and represents on an ongoing basis that it has, and undertakes that it shall continue to have for the duration of the Agreement the requisite power, capacity, licenses, approvals and authority to enter into the Agreement and to carry out the obligations under the Agreement. EXCEPT AS SET FORTH IN THE AGREEMENT, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL TERMS, CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE COMPANY TECHNOLOGY, BRAND CONTENT AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED TERMS, CONDITIONS, REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL TERMS, CONDITIONS, REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY TECHNOLOGY, BRANDS OR ANY SERVICE OR PRODUCTS (INCLUDING BRAND CONTENT) OR RESULTS OF THE USE THEREOF, WILL MEET BUYER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, RELIABLE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
2. The Buyer agrees that all information provided by them is to create an account for use on COMPANY Technology is governed by the COMPANY's Privacy Policy runa.io/privacy-policy/, and Cookie Policy runa.io/cookies-policy/ and the Buyer consents to all actions taken by the COMPANY which is consistent with the Privacy and Cookie Policy.

13. BUYER DEPENDENCIES & BUYER INDEMNITY

1. In order to permit COMPANY to provide the COMPANY Technology in accordance with the terms of the Agreement, Buyer shall ensure that:
 - a. all Authorised Users have installed, and access the COMPANY Platform via, a supported version of the latest internet browsers (chrome / edge / firefox) and operating systems that are listed in any documentation provided by COMPANY as supported by COMPANY from time to time;
 - b. it has an internet connection with adequate bandwidth for Authorised Users to access and use the COMPANY Platform;
 - c. it shall maintain connectivity to the extent necessary to prevent network performance degradation;
 - d. the Buyer Platform complies with any relevant specifications provided by the COMPANY from time to time;
 - e. it shall implement and maintain effective security policies and procedures to prevent unauthorised disclosure of Access Protocols and unauthorised access to the COMPANY Technology;
 - f. it shall obtain or procure all authorisations, instructions and/or permissions as may be necessary for

COMPANY to provide Authorised Users with access to the COMPANY Platform;

- g. it shall make available its employees and other staff members (in such number and with such level of seniority) to COMPANY as may be reasonably required in the circumstances to address any issue with the implementation, provision or cessation of access to the COMPANY Technology;
 - h. the Buyer shall have a written information security programme which is operated and actively monitored to prevent unauthorised acquisition, access, use or loss of the Buyer's information and is in compliance with all applicable laws and industry standards and requirements. Such programme will be in line with the minimal information security standards such as the current NIST cybersecurity framework, ISO 27001 or similar accepted framework requirements and the Buyer will provide relevant evidence or certificates demonstrating compliance upon request by the COMPANY; and
 - i. the Buyer will ensure any third parties who are granted access to the Buyer's Platform or the COMPANY Products will also meet the requirements of clause 13.1(h) and will provide relevant evidence or certificates demonstrating compliance upon request by the COMPANY.
2. COMPANY shall be relieved from any failure to comply with its obligations to provide the COMPANY Technology to Buyer, if and to the extent that COMPANY can demonstrate that such failure was caused by Buyer's failure to meet any obligation or dependency on Buyer outlined in Clause 13.1.
 3. In the event of any breach by the Buyer of its obligations under clause 13.1 ("Buyer Dependencies"), the Buyer shall indemnify, defend and hold harmless the COMPANY and its affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all Losses incurred by the COMPANY resulting from or arising out of any such breach.

14. BUYER DATA

1. As between the Parties, all Intellectual Property Rights in and to Buyer Data shall vest in Buyer upon their creation absolutely and COMPANY shall not obtain any right, title or interest in the Buyer Data whatsoever, except that COMPANY shall be permitted to use the Buyer Data in accordance with the licence granted in Clause 14.2.
2. Buyer hereby grants to COMPANY a non-exclusive, worldwide, royalty-free, irrevocable, transferable and sublicensable right and licence during the Term, to use the Buyer Data to provide the services described in the Agreement.
3. COMPANY shall not be responsible for any loss, destruction, alteration or disclosure of Buyer Data caused by any third party unless such third party has been appointed by the COMPANY.
4. Buyer warrants and represents on an ongoing basis that, and undertakes that, throughout the Term it shall have, the necessary rights, power, consents and authority to transmit Buyer Data to COMPANY under, and in the fashion described in, the Agreement and to grant COMPANY the licences to use Buyer Data in Clause 14.2 and to use the Buyer Platform in Clause 5.6.
5. Buyer shall indemnify, defend and hold COMPANY and its officers, directors, employees and agents harmless from and against any and all Losses arising from or in connection with, Buyer's breach of the warranty, representation and/or undertaking given in Clause 14.4.

6. Buyer will be responsible for maintaining back-up copies of all Buyer Data residing in or relying in any way on the COMPANY Technology.

15. DATA PROTECTION

1. The Parties shall comply with their respective obligations set forth in the Data Processing Addendum.
2. In the case of any inconsistency, conflict or ambiguity between any of the provisions of these Terms and Conditions and the Data Processing Addendum, the provisions of the Data Processing Addendum shall prevail in preference to these Terms and Conditions.

16. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

1. Subject to the remainder of this Clause 16, COMPANY shall indemnify Buyer from and against Losses incurred by Buyer as a result of amounts awarded in judgment or settlement of any third party claim or proceeding against Buyer that Buyer's use of the COMPANY Products, within the scope of the rights of use granted to Buyer under the Agreement, infringes the Intellectual Property Rights of a third party ("IPR Claims").
2. Buyer shall notify COMPANY in full, accurate and complete detail in writing promptly after it becomes aware of any event or any allegation, claim, demand, proceeding or other action, which it believes may give rise to a claim for indemnification under Clause 16.1 (an "Indemnified Claim").
3. Buyer shall:
 - a. allow COMPANY sole authority to control the defence and settlement of any Indemnified Claim;
 - b. provide COMPANY with all reasonable cooperation in the defence of such Indemnified Claim; and
 - c. not settle or compromise any Indemnified Claim or make any admission of liability without the express prior written consent of COMPANY.
4. Notwithstanding Clause 16.1 or any provision of the Agreement to the contrary, COMPANY shall have no liability whatsoever to Buyer in respect of any IPR Claims based on or arising directly or indirectly as a result of:
 - a. Buyer exceeding the scope of any right, licence or consent to use the COMPANY Products under the Agreement;
 - b. any use of the COMPANY Products not in accordance with the Agreement;
 - c. a breach by Buyer or any third party instructed by, or acting for or on behalf of Buyer, of any of the restrictions outlined in Clause 11;
 - d. any use of the COMPANY Products in combination with other products, hardware, equipment, software or data not expressly authorised by COMPANY to be used with the COMPANY Products; or
 - e. any modification of the COMPANY Products by any person other than COMPANY or its expressly authorised agents or any third party that performs any element of the services described in the Agreement for or on behalf of COMPANY.

17. CONFIDENTIAL INFORMATION

1. In the Agreement, "Confidential Information" means any information that is clearly labelled or identified as confidential or is reasonably understood to be confidential and includes the Buyer Data, COMPANY Technology, any screenshots of the operation of the COMPANY Products, any of COMPANY or its Affiliates' or the COMPANY Products' methodologies.

2. Confidential Information excludes any information which:
 - a. is or becomes publicly known other than through a breach of the Agreement;
 - b. was in the receiving Party's lawful possession before the disclosure;
 - c. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
 - d. is independently developed by the receiving Party and that independent development can be shown by written evidence.
3. Each Party will hold the other's Confidential Information in confidence and, subject to Clause 17.4, not make the other's Confidential Information available to any third party unless that third party is subject to an equivalent duty of confidentiality.
4. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
5. Neither Party will use the other's Confidential Information for any purpose other than the implementation of the Agreement.
6. Each Party will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Personnel in breach of the terms of the Agreement.
7. This Clause 17 will survive termination of the Agreement.

18. MARKETING

1. Buyer acknowledges and agrees that COMPANY may include the Buyer's name, trademarks (upon mutual agreement of a trademark licence) and a description of the technology and services provided to Buyer under the Agreement, in case study marketing content, lists of or references to any of COMPANY's clients on its website and/or in proposals, and in other marketing materials.
2. Buyer agrees to provide a written testimonial to COMPANY if the COMPANY Technology meets the Buyer's requirements.

19. LIMITATION OF LIABILITY

1. Nothing in the Agreement limits or excludes liability of Buyer to pay COMPANY any sums due under the Agreement.
2. THIS CLAUSE 19 SETS OUT COMPANY'S ENTIRE LIABILITY (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL) TO BUYER ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, INCLUDING:
 - a. IN RESPECT OF ANY USE MADE BY BUYER OF THE COMPANY TECHNOLOGY, ANY SERVICES OR ANY PART OF THEM; AND
 - b. IN RESPECT OF ANY REPRESENTATION, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT.
3. Nothing in the Agreement limits or excludes the liability of either Party for:

- a. death or personal injury caused by its negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. the indemnity under Clause 9.3;
 - d. the indemnity under Clause 13.3; or
 - e. the indemnity under clause 14.5 or
 - f. any other act, omission, or liability which may not be limited or excluded by applicable law.
4. Subject to Clause 19.3, to the fullest extent permissible under applicable law, COMPANY shall not in any circumstances be liable to Buyer whether in contract, tort (including for negligence), breach of statutory duty (howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, even if advised of the possibility of such damage and notwithstanding the failure of the essential purpose of any remedy, for:
 - a. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - b. incidental, indirect, consequential, special, punitive or exemplary damages;
 - c. any loss or corruption of data or information (whether direct or indirect);
 - d. any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
 - e. the Buyer's failure to comply with any applicable law, regulation (including financial services regulation) or code of best practice as a result of, or in relation to, its use of the COMPANY Technology;
 - f. any use of any Access Protocols by any third party;
 - g. any loss or liability (whether direct or indirect) resulting from a Fraudulent Event;
 - h. any loss or liability (whether direct or indirect) to the extent it arises directly or indirectly from a delay or failure caused by Buyer, its Authorised Users or a third party acting on behalf of Buyer; or
 - i. any loss or liability (whether direct or indirect) under or in relation to any other contract.

5. Subject to the remainder of this Clause 19, COMPANY's total aggregate liability in each Contract Year (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) arising in connection with the performance or contemplated performance of the Agreement shall under no circumstances exceed one hundred thousand British Pound Sterling (£100,000).

20. TERMINATION

1. Without affecting any other right or remedy available to it, either Party may terminate the Agreement (in whole or in part) with immediate effect by giving written notice to the other Party if:
 - a. the other Party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified of its default;
 - b. the other Party becomes insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986 or other equivalent applicable law or regulation (if any)), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over

- the whole or any part of its business or assets, suffers the presentation of any petition, the making of any order shall or the passing of any resolution for its winding up (except for the purposes of a bona fide solvent amalgamation or reconstruction), bankruptcy or dissolution, otherwise proposes or enters into any composition or arrangement with its creditors or any class of them, ceases to carry on business or claims the benefit of any statutory moratorium, or undergoes any similar or equivalent process in any jurisdiction.
2. Without limiting the rights of either Party pursuant to Clause 20.1, COMPANY may in its sole discretion terminate the Agreement in whole or in part, if, after a good faith review, including after or in response to a regulatory inquiry, COMPANY determines that relevant legal or regulatory requirements have changed and it is not possible or practical for COMPANY to continue to make available Digital Assets for purchase by Buyer via the relevant COMPANY Product without obtaining regulatory consents, approvals, or licenses.
 3. The Parties acknowledge and agree that failure by Buyer to pay any sums when due shall constitute a "material breach" for the purposes of Clause 20.1(a).

21. CONSEQUENCES OF TERMINATION

1. On termination of the Agreement:
 - a. notwithstanding Clause 3, Buyer shall promptly (and in any event within ten (10) Business Days of the date of termination) pay COMPANY any outstanding balances owing to COMPANY under the Agreement or relevant part thereof (including any Advanced Value);
 - b. COMPANY shall, subject to Clause 21.4 and with the exception of an amount equal to any Advanced Value, return an amount equivalent to the value of any remaining Buyer Float to Buyer within sixty (60) Business Days of the date of termination;
 - c. any and all licences, permissions and authorisations granted to Buyer and/or its Authorised Users by COMPANY under the Agreement will terminate automatically; and
 - d. each Party will on request of the other Party promptly return all Confidential Information received from the other Party, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed in accordance with regulatory guidance and applicable laws.
2. Any obligation to return, destroy or permanently erase Confidential Information outlined in Clause 21.1(d) shall not apply:
 - a. in respect of one (1) copy of a Party's Confidential Information, that the other Party may be entitled to retain as necessary to comply with any legal, regulatory, judicial, audit, or internal compliance requirements; and
 - b. to any Confidential Information that is retained by a Party on electronic back-up media made in the ordinary course of business and from which it cannot be readily isolated from other information and deleted, provided that, in each case, the applicable provisions of the Agreement relating to data security and Confidential Information shall continue to apply to any such Confidential Information.

3. Any provision of the Agreement that either expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect, including: Clause 1 (Interpretation), Clause 2.2 and Clause 2.4 (Commencement and Duration), Clause 3 (Fees), Clause 9.3 (Buyer's Obligations), Clause 10 (Ownership), Clause 11 (Restrictions), Clause 14 (Buyer Data), Clause 17 (Confidentiality), Clause 19 (Limitation of Liability), Clause 21 (Consequences of termination), Clause 23.5 (Waiver), Clause 23.6 (Rights and remedies), Clause 23.7 (Severance), Clause 23.8 (Entire agreement), Clause 23.9 (No partnership or agency), Clause 23.10 (Rights of third parties), Clause 23.11 (Notices), Clause 23.13 (Governing law), and Clause 23.14 (Jurisdiction).
4. COMPANY shall have the right to set-off the Buyer Float against any amounts due to COMPANY by Buyer that remain unpaid after the period of ten (10) Business Days set out in Clause 21.1(a) prior to returning any remaining Buyer Float to Buyer pursuant to Clause 21.1(b).
5. In the event of termination of the Agreement other than by Buyer for breach by COMPANY pursuant to Clause 20.1(a), Buyer shall not be entitled to a refund in respect of any Fees paid by Buyer to COMPANY in advance.
6. Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

22. NON-SOLICITATION

1. In this Clause 22: "**Covered Brand**" shall mean a Brand (i) that was making Digital Assets available for purchase via the COMPANY Products at any one point during the Term and (ii) with which Buyer does not have an existing contractual relationship as at the date the Digital Assets of such Brand are first made available for purchase via the COMPANY Products.
2. Buyer shall not for the Term of the Agreement, solicit for business, engage in or do business with, a Covered Brand in respect of the purchase by Buyer of Digital Assets directly from the Covered Brand.

23. OTHER IMPORTANT TERMS

1. **Force Majeure.** No Party will be in breach of the Agreement nor liable for any failure to perform its obligations under the Agreement (except for Buyer's payment obligations) if that failure results from circumstances beyond its reasonable control (for the purposes of this Clause 23.1, a "**Force Majeure Event**"). If a Force Majeure Event continues for three (3) or more months, the unaffected Party may terminate the Agreement by giving thirty (30) days' written notice to **the other Party**.
2. **Subcontracting.** COMPANY may engage any third party to perform its obligations under the Agreement, provided that COMPANY shall remain fully liable to Buyer for the performance of such obligations (subject to the exclusions and limitations outlined herein).
3. **Assignment.** Buyer shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, without the prior written consent of COMPANY. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.
4. **Variation.** Buyer has agreed to be bound to these Terms and Conditions as part of their account set up. Buyer therefore further agrees to be bound by any amendment to these Terms and Conditions which will be made by the COMPANY from time to time. If the Company amends these Terms and

Conditions, they will be effective as of the date of posting and your continued use of the COMPANY Technology after the updated Terms and Conditions have been posted constitutes your agreement to, and acceptance of, the amended Terms and Conditions. If you do not agree, it is your responsibility to stop using the account and terminate the Agreement and request closure of your accounts on the COMPANY Technology.

5. **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
6. **Rights and Remedies.** The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
7. **Severance.** If any provision or part-provision of the Agreement shall be held to be invalid, illegal, void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 23.7 shall not affect the validity and enforceability of the rest of the Agreement. If one Party gives notice to the other of the possibility that any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
8. **Entire agreement.** The Agreement constitutes the entire agreement and understanding between the Parties relating to the matters contemplated by the Agreement and supersedes all previous agreements (if any and whether in writing or not) between the Parties in relation to such matters. The Parties acknowledge and agree that, except as otherwise expressly provided for in the Agreement, they are not entering into the Agreement on the basis of, and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a Party to the Agreement or not) in relation to the subject matter of the Agreement, provided that nothing in the Agreement shall exclude any Party from liability for fraud or fraudulent misrepresentation.
9. **No Partnership or Agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any

other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

10. **Rights of Third Parties.** A person who is not a Party to the Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
11. **Notices.** Any notice required to be given under the Agreement will be in writing and will be sent to the email addresses for contractual notices either set out in the Commercial Form, if applicable or the Authorised Users emails provided upon registration of an account. Notices will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9am on the first Business Day following dispatch).
12. **Counterparts.** The Agreement (or any part thereof requiring signed execution) may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original and such counterparts taken together shall constitute one and the same agreement. Electronic copies of signatures by the authorised representatives of the Parties (e.g., PDF scans) are enforceable just as though they were original wet-ink signatures.
13. **Governing law.** The Agreement and all matters arising from it (including any dispute relating to the existence, validity or termination of the Agreement or any contractual or non-contractual obligation) shall be governed by, and construed in accordance with, the laws of England and Wales other than for a US Buyer, in which case the laws of the State of Delaware in the United States shall solely apply.
14. **Jurisdiction.** In relation to any legal action or proceeding to enforce the Agreement or arising out of or in connection with the Agreement (including any dispute relating to the existence, validity or termination of the Agreement or any contractual or non-contractual obligation) (for the purposes of this Clause 23.14, "**Proceedings**") each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of England other than for a US Buyer, in which case the exclusive jurisdiction of the applicable state or federal courts of Wilmington, Delaware in the United States shall apply, and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

END.