KLEAR PLATFORM
PROCUREMENT-AS-A-SERVICE AGREEMENT

Last Updated: June 1, 2024

This Procurement-as-a-Service Agreement (this "**Agreement**") is a Supplemental Agreement as defined in the KLEAR Platform Terms of Services available at: https://www.klearbusiness.com/terms-of-service (the "**Terms of Service**"), which supplements the Terms of Services if User accepts an Offer from KLEAR Inc. (the "**Company**") to perform PaaS Services under the terms of this Agreement.

This Agreement shall be effective as of the date the User accepts an Offer in writing. Capitalized terms not herein defined shall have the meanings ascribed to them in the Terms of Service.

WHEREAS, the Company offers a proprietary platform known as KLEAR ("**KLEAR**") and related APIs, software, processing, and suite of other services designed to help User offer and administer Trades, and User is an existing subscriber of KLEAR.

WHEREAS, through KLEAR, the Company conducts preliminary screening of potential trades by evaluating their profitability, risk, and other relevant factors, and based on the assessment of such criteria, the Company may extend an Offer to the User to perform PaaS Services;

WHEREAS, upon acceptance by User of an Offer, the Company shall provide the PaaS Services under the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS.

Unless otherwise defined in this Agreement, the following terms will have the following meanings:

"ACH" means an Automated Clearing House transaction processed on the network sponsored by the National Automated Clearing House Association.

"Bank Account" means a business demand account, acceptable to the Company in its sole discretion, that is titled in User's legal name at a depository institution the deposits of which are insured up to applicable limits by the Federal Deposit Insurance Corporation, which is used for User's business operations and is able to transact and process ACH account debits and credits.

"**COGS**" or "**Costs of Goods Sold**" means the direct costs incurred for the procurement of Deliverables in connection with a Supervised Trade, which may include but are not limited to the purchase price paid to the Supplier, as well as any additional direct expenses such as shipping, handling, customs duties, and taxes.

"Customer" means a business entity, association, sole proprietorship, or any other similar organization to whom User provides Deliverables under a Customer Contract, or any customer, designee, assignee, or successor of such person.

"Customer Contract" means any and all binding commitments, including purchase orders and agreements, made between the User and the Customer(s) for the procurement and supply of Deliverables, each of which, along with its annexes, exhibits, and any subsequent amendments or updates, is hereby incorporated by reference into this Agreement.

"**Deliverables"** means the specific products and services set forth in the Offer to be procured by the User from the Suppliers and delivered to Customer, as set forth in the applicable Offer.

"Effective Date" means the date on which Users accepts the Company's Offer in writing.

"Lien" means any lien, liability, claim, charge, restriction, condition, option, right, security interest, hypothecation, pledge, claim, set-off, offset, participation, encumbrance, or other similar right, of any kind or nature whatsoever or any other rights or interests that may be inconsistent with a transaction contemplated in or adverse to the Company's interests under this Agreement.

"**Offer**" means the written proposal from the Company to the User that sets forth the terms and conditions and other information, which may include but not limited to, the trade process, Supplier selection, invoicing terms and operational milestones, under which the Company agrees to provide PaaS services, as agreed upon by the User.

"**PaaS Services"** means the Procurement-as-a-Service provided by the Company as set forth in the Offer, pursuant to which the Company will coordinate with the User to procure Deliverables and conduct Supervised Trades, which may include but is not limited to conducting due diligence, supplier qualification, negotiating purchase terms, managing logistics, ensuring compliance with applicable laws and regulations, processing payments, and handling invoicing and collections.

"Party" or "Parties" means User or the Company, individually or collectively.

"Payment Account" means the bank account(s) established or designated by the Company into which all payments are to be made by the Customer for the Supervised Trades. The Payment Account may be a pooled account into which various collections are deposited.

"Service Fee" means the additional amount or percentage over the COGS that the Company charges User for the PaaS Services provided in executing a Supervised Trade, as disclosed to User in writing (whether on KLEAR or otherwise). Service Fees may vary by transaction and by Customer.

"Subscription Fee" means the fee the Company charges for User's use of KLEAR, according to the service level chosen by User on KLEAR.

"**Supervised Trade**" means the specific procurement operation or transactions initiated set forth in the Offer and undertaken by the Company, where the Company has agreed to finance User the COGS for the procurement of Deliverables under the terms of this Agreement. Such processes may include selection of Suppliers, negotiation of terms, handling of logistics, management of customs and compliance issues, facilitation of payments and invoicing, and any other procurement-related services as may be required to fulfill the obligations of the User under the Customer Contract.

"**Supplier**" means any third-party manufacturer, distributor, wholesaler, or other provider from whom the User procures Deliverables to conduct Supervised Trade(s).

"Trade Data" means any and all data, information, analyses, or insights generated, compiled, or produced by the Company, whether directly or indirectly, in connection with or arising out of this Agreement, the PaaS Services provided hereunder, or the use of User Data, which may include but not limited to data derived from the User's interactions with KLEAR, as well as any analyses, interpretations, or combinations thereof with data from other sources.

"**User Data** means all data, documents, files, photographs and other information submitted by User to the Company in any form.

"**User Obligations**" means collectively, the COGS and the Service Fees.

2. GENERAL TERMS AND CONDITIONS. User hereby agrees to the following:

2.1 Offer and Acceptance. the Company may extend an Offer to User to provide the PaaS Services. Upon receiving the Offer from the Company, User may accept the Offer as-is or provide the Company counter proposals or other supplemental terms, which the Company may accept or reject in its sole discretion. An Offer becomes binding only upon the acceptance of its final form by both Parties. Prior to, and as a condition of, commencing the PaaS Services, the Company reserves the right to conduct a due diligence evaluation of the User and the applicable Customer(s), including but not limited to, an assessment of litigation and customer complaint history, chargeback rates, financial statements, tax returns, legal standing, and the nature of the business operations of both User and Customer(s). User authorizes the Company to obtain credit reports and make other inquiries of any bank, lender, and trade credit references identified by User, and other information sources as the Company deems appropriate. User agrees to provide all information that the Company may reasonably request while performing such due diligence. The Company reserves the right at any time, in its sole discretion, to reassess User's eligibility for the PaaS Services. User acknowledges and agrees the Company may report User's performance or delinquencies under this Agreement to all applicable credit bureaus and third parties authorized to receive the Company network data.

The Company's Role. The Company is not a principal in any trades between the User and the Suppliers or the User and the Customers, as applicable, but acts as a

third-party service provider or lender facilitating the trades using KLEAR. The Company may in its sole discretion finance the procurement of Deliverables through engagements with any third-party partners ("**Third-Party Partners**"), including but not limited to securing financial support for activities associated with the Supervised Trades, wherein the Company acts on its own behalf or on behalf of User as part of the PaaS Services, each subject to the Confidentiality obligations set forth herein. The Third-Party Partners may include, but are not limited to, investors, financial institutions, or other entities capable of providing financial support for the procurement activities under the Supervised Trades. The Company expressly disclaims any liability resulting from any breach or non-performance by the Third-Party Partner in connection with financing the procurement of any Deliverables.

2.2 Supervised Trade; Account Manager; and Escrow User agrees that following the execution of a binding Offer, the Parties shall mutually agree to an written approval process for the Supervised Trade ("**Approval Process**"), which shall include the approval of capital flow, pricing range and delivery timing for the Deliverables, identities of prospective Suppliers and other relevant trade details prior to the commencement of any Supervised Trade, and such approval process shall be incorporated to the Offer by reference. The Company may refuse to finance any procurement of Deliverables from a suggested Supplier if the Company, in its sole discretion, determines that such Supplier does not satisfy the Compliance Check (as defined below). The Company may at its discretion designate an account manager ("**Account Manager**") to supervise and oversee the Supervised Trade. User hereby agrees to fully cooperate with the Account Manager and to provide timely responses to inquiries or requests for information. Upon the written request by the Company, User consents and will comply with the Company's request to implement an escrow for funds to be released subject to the Approval Process or other conditions mutually agreed by the Parties in advance to ensure the security and proper execution of the Supervised Trade.

Commencement of Supervised Trade(s). User shall furnish the Company with copies of all Customer and Supplier Contracts relevant to any Supervised Trade before the commencement of such trade. User acknowledges and agrees that the Customer Contracts are to be made available for the Company's records and in order to facilitate the execution of the Supervised Trades, and the Company is under no obligation to review, confirm, or enforce the terms and conditions contained within the Customer Contracts.

2.3 User Representations in Connection with the Offer. User, upon acceptance of the Offer, represents and warrants to the Company that (i) all User Data provided by the User in relation to the Offer is accurate, truthful, and complete to the best of the User's knowledge, (ii) User has conducted its own independent review and assessment of the PaaS Services to determine their suitability for the User's needs and has not relied upon any warranties or representations by the Company outside of those expressly stated in this Agreement; (iii) User is in compliance with all applicable laws, regulations, and industry standards relevant to its business operations and the use of the PaaS Services; and (iv) User agrees to the terms and conditions of the Offer as set forth by the Company, including any due diligence

requirements, and acknowledges that the PaaS Services will be provided based on the terms agreed upon and the information provided by the User

2.4 **Fees.** User will pay all applicable Subscription Fees and Service Fees when due to continue use the PaaS Services. The Company reserves the right to suspend any PaaS Services if payments are not timely paid when due.

2.5 **Bank Account.** User will establish the Bank Account and maintain it in good standing, and User will not change the Bank Account without the Company's prior written consent, which will not be unreasonably withheld. User authorizes the Company to initiate an ACH account credit to the Bank Account for any amount owed by the Company to User under this Agreement, and to initiate an ACH account debit from the Bank Account for any amount owed by User to the Company under this Agreement. The Company is not responsible for any non-sufficient funds fees, overdraft fees, or other fees that may be incurred if the Bank Account has insufficient funds. The Bank Account may also have an ACH account debit block or filter to reject unauthorized ACH account debits. User must check with its depository institution to determine if the Bank Account has this feature, and, if so, authorize the Company to process ACH account debits on the Bank Account. If any the Company ACH transaction is returned due to an ACH account debit block, filter, or any other reason, User must promptly pay any resulting fees or charges, including any that may be assessed on the Company.

2.6 **Compliance of Law.** User will comply with applicable law in connection with this Agreement.

2.7 **Performance Through Affiliate(s)**. The Company reserves the right, in its sole discretion, to perform the PaaS Services through an Affiliate.

3. OBLIGATIONS.

3.1 **The Company Obligations**. The Company's obligations in connection with the provision of the PaaS Services shall include the following::

(i) Upon User's suggestion of prospective Suppliers pursuant to Section 3.2(a), the Company will exercise commercially reasonable effort to perform due diligence of the suggested Suppliers, including conducting KYC and other compliance requirements ("**Compliance Check**");

(ii) Upon finalizing the Approval Process and the Company's satisfaction of the due diligence requirements, the User may proceed with purchasing the required Deliverables from Supplier(s) in accordance with the terms agreed upon in the Offer; and

(iii) The Company shall manage and maintain all data relevant to the procurement process and User's use of the PaaS Services, granting the

User access to such data as may be necessary for the User's internal business operations

3.2 **User Obligations**. User's obligation under this Agreement shall include the following:

(i) Upon the written request by the Company, User shall suggest up to three (3) prospective Suppliers for the Company to procure Deliverables by the applicable Customer Contract(s).

(ii) User shall be responsible for all the Company's damages if any Supplier or Customer refuses to fulfill its obligations under the applicable Customer Contract;

(iii) User shall provide the Company through KLEAR with regular status updates of the procurement process, including the execution of a purchase agreement with Supplier, the shipping and custom clearance of Deliverables (if applicable), and other information reasonably requested by Company;

(iv) User shall ensure that all procurement activities conducted in coordination with the Suppliers and Customer are in compliance with applicable laws and regulations, and that any contractual obligations towards the Suppliers are fulfilled, *provided* that the User shall have no liability to the Company to the extent the User follows the terms of thOffer in conducting the Supervised Trades;

(v) User agrees (i) to perform all obligations under the Customer Contract(s) on time, at the designated place, and to the standard required, except to the extent such obligation is undertaken by the Company under the terms of the Offer; (ii) to perform all its obligations under the Customer Contract(s) in compliance with all applicable laws, regulations, and best commercial practices; and (iii) accept that the Company's fulfillment of the PaaS Services is contingent upon the User's timely and proper performance of its obligations under the applicable Customer Contract(s);

(vi) Upon the written request by the Company, User consents to utilize the Company's preferred insurance providers, customs agents, freight forwarders, logistics, and other service providers as may be necessary for the procurement and delivery of the Deliverables;

(vii) User shall take reasonable steps to mitigate any risks that may arise during the procurement process, including but not limited to supply chain disruptions, quality issues, and delivery delays: and

(viii) User must immediately notify the Company through KLEAR of any delays, potential breaches, actual breaches, disputes, or any other issues related to the Customer Contracts or with Customers, and must comply with the Company's instructions in managing such matters; and

(ix) User shall provide timely instructions within three (3) business days following the Company's written request for direction regarding any decisions related to the applicable Supervised Trades. User acknowledges and agrees that the Company shall not be liable to the User for any actions taken in good faith in the absence of the User's timely instructions or based on the instructions provided by the User (regardless of whether such instructions were solicited by the Company).

4 PAYMENT

4.1 **Service Fee**; **Advance Payment**. The Company will issue an invoice to the User for Service Fees prior to the commencement of each Supervised Trade. Unless otherwise specified in the Offer, the Service Fees are due and payable upon receipt of the invoice. If the Company deems in its sole discretion that there is a significant financial risk associated with a Supervised Trade, the Company reserves the right to require User to pay a non-refundable advance payment (the "**Advance Payment**") in an amount determined by the Company before commencing the Supervised Trade, *provided* that the Advance Payment shall not exceed the amount payable by the Company or its Third-Party Partners to the Supplier.

4.2 **Assignment of Payment Rights**. The Parties agree that all amounts payable to User by the Customer under the applicable Customer Contract(s) shall instead be payable to (or as directed by) the Company until the Company shall have received an amount equal to the User Obligations. If User Obligations are not fully paid from amounts made available for payment by (or on behalf of) the applicable Customer upon demand (whether demanded by the Company or by User at the Company's direction), User agrees that any such unpaid amounts shall be immediately due and payable from User to the Company. To the extent applicable, User hereby agrees and consents that the Company may deduct from the Advance Payment to cover any such late payment or non-payment under the applicable Customer Contract(s), *provided* that the Company's deduction from Advance Payment shall not relieve the User from the User Obligations.

4.3 **Late Fees**. Unless otherwise stated in the Offer, all invoices issued to User shall be due and payable on the invoice date. If any payment is not made in time by the

due date, the unpaid amount shall bear interest at a rate equal to eighteen percent (18%) per annum or (ii) the maximum rate allowed under the applicable law.

4.4 Administration. The Company will provide to User forms of electronic account statements in the User's name and using the User's Marks and send such statements to Customers on User's behalf. The statements will provide that check, ACH, and wire payments are to be made to the Payment Account. The Company may indicate on the statements that they are "powered by KLEAR", "powered by the Company", or similar designations.

4.5 **Bank Account.** To ensure User's payment of the User Obligations, User hereby agrees the Company will have the priority right to the payments made by the relevant Customer(s) into the Bank Account. the Company shall be entitled to collect and transfer monies from all Bank Accounts to the Payment Account to satisfy any and all User Obligations and User agrees to immediately take all actions necessary to facilitate the transfer of monies from the Bank Account to the Payment Account.

4.6 Priority of Payments. Without limiting the foregoing, or any other provision of any agreement or understanding between the Company and User, User agrees that any claims to any of the payments and amounts held by it, to which it is entitled, or which it may receive, pursuant to each such Customer Contract (collectively, the "**Payment Rights**"), or the Collateral (as defined below) by any party other than the Company shall be subordinated to the Company's Payment Rights and rights to the Collateral as granted hereunder. User agrees that any rights arising in favor of third parties in connection with the fulfillment of the Customer Contract(s) and the payments owed by Customer thereunder will be subordinated to those rights granted to the Company. User further agrees to defend the first-priority senior claim of the Company on all payment collection rights associated with the applicable Contract against any and all other claimants. If any payment by User remains unpaid for a period of ninety (90) days following the due date, the Company may declare all remaining unpaid sums due, and proceed to foreclose on all Collateral to the extent necessary to securing User's obligations as described herein.

5 SECURITY INTEREST

5.1 Grant of Security Interest. In order to secure the prompt and complete payment and performance of all User Obligations in favor of the Company, the User hereby grants to the Company a security interest in all of User's right, title, and interest in and to the following property (collectively, the "**Collateral**"): (i) its accounts, books and records, chattel paper, deposit, investment, securities, and other accounts, equipment and fixtures, general intangibles, inventory, investment related property, negotiable instruments and other negotiable collateral, supporting obligations, real property, cash and cash equivalents; (ii) the Bank Account and all deposits thereof ; (iii) the Customer Contract(s) and the

Deliverables procured pursuant to the Offer; (iv) any and all Liens made in favor of User by the Customer; and (v) all proceeds (including insurance proceeds) and products of any of the property described above, in whatever form. All the security created over the Collateral under this Agreement is: (i) created in favor of the Company; (ii) created over present and future assets of User; and (iii) a continuing security interest for the complete payment, performance and observance of all the User Obligations. User represents and warrants that it owns the Collateral free and clear of all Liens, except for the security interest provided for herein, and will defend the Collateral against all claims and demands of all persons claiming against or through User. the Company reserves the right to require User to sign a separate security interest agreement if the Company deems it necessary to effect the foregoing prior to commencement of any Supervised Trades.

5.2 **Perfection and Protection of Security Interest.** User shall take all necessary steps to perfect the security interest described in section 5.1, including filing appropriate financing statements, and shall maintain the perfection against third parties by promptly taking all necessary renewal actions. User agrees to provide the Company with all information and assistance required for the perfection and protection of the security interest set forth in Section 5.1.

5.3 **Event of Default.** Each of the following events shall constitute an "**Event of Default**" under this Agreement: (i) User fails to pay the User Obligations in accordance with Section 4.1; (ii) User shall cease doing business as a going concern or becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for User, or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against User; or (iii) User commits a breach of the Terms of Service or other applicable Supplemental Agreements and such breach continues after User's receipt of notice under the Terms of Service or the applicable Supplemental Agreement and after the expiration of any applicable cure period.

5.4 **Enforcement.** Upon an Event of Default, the Company may exercise any of its rights with respect to the Collateral as permitted by law, including, without limitation, the right to take possession of the Collateral, to sell, lease, or otherwise dispose of the Collateral, and to apply the proceeds to the payment of the indebtedness secured by the Collateral.

5.5 **Release of Security Interest.** Upon full satisfaction of all of User's obligations under this agreement, the Company will release its security interest in the Collateral and execute and deliver to User such documents as User may reasonably request evidence of such release at User's expense.

5.6 **Security Interest and Financing Statements.** Solely to the extent required to pay the User Obligations in full, User acknowledges and agrees that it is intended

that the conveyance of all right, title, and interest in and to the Collateral is and will be an absolute and irrevocable sale, conveyance, and transfer conveying title, free and clear of any Lien, and that such Collateral will not be part of User's estate (or bankruptcy estate) in the event of an insolvency proceeding with respect to User (which will include, for the avoidance of doubt, the filing of a decree or order for relief by a court having jurisdiction in respect of User or any substantial part of its property in an involuntary case under Title 11 of the United States Code or any other state or federal applicable insolvency law now or later in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official for User or for any substantial part of its property, or ordering the winding-up or liquation of User's affairs, or the commencement by User of a voluntary case under any applicable insolvency law now or later in effect, or the consent by User to the entry of an order for relief in an involuntary case under any such law, or the consent by User to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official for User or for any substantial part of its property, or the making by User of any general assignment for the benefit of creditors, or the failure by User to pay its debts as such debts become due, or the taking of User of any action in furtherance of any of the foregoing). It is not intended that such conveyance be deemed a pledge of the Collateral to the Company to secure a debt or other obligation of User. If, however, notwithstanding such intention, the purchase and sale provided for in Section 3 is determined to be a transfer for security, then this Agreement will be deemed to be, and hereby is, a "security agreement" within the meaning of Article 9 of the Uniform Commercial Code, and User grants to the Company a first priority security interest in, and lien on, all right, title, and interest in and to the Collateral, now existing or later arising or created, to secure the prompt and complete payment of any loan deemed to have been made, together with all of the other obligations of User under this Agreement. The Company will have, in addition to the rights and remedies that it may have under this Agreement, all other rights and remedies provided to a secured creditor under the Uniform Commercial Code and other applicable law, which rights and remedies will be cumulative. User authorizes the Company to file one or more financing statements (including any continuation or amendment) consistent with the applicable Uniform Commercial Code, identifying User as "debtor" and/or "seller," in any applicable filing office in any applicable jurisdiction that the Company deems necessary or desirable in order to perfect or give notice of the irrevocable purchase and sale of the Collateral and/or the security interest granted by User in such Supervised Trades and related assets under this Section 3.6. Any such financing statement may state that such sale is a sale and not an assignment for security and may state that User is prohibited from obtaining any financing that impairs the value of the Collateral or the Company's right to collect or realize the same.

5.7 **No Impairment.** User will not take any action or make any omission (including (i) changing the payment terms or due date of the Collateral, or (ii) placing or allowing placement of a Lien on any Collateral) that has, individually or in the

aggregate, an adverse effect on any Collateral or on the ability to collect on any User Obligations due.

5.8 **Further Assurances.** User shall, at its own expenses, take all necessary actions as requested by the Company to preserve and protect the Company's rights and interests under this Agreement or the Offer, including (i) executing and delivering such further legal instruments, including but not limited to mortgages, encumbrances, charges, or assignments, as the Company may from time to time reasonably require to secure User's performance of its obligations under this Agreement; and (ii) carrying out all necessary actions, including executing assurances, deeds, and documents, and performing acts and things that the Company deems necessary or appropriate to enforce the Company's rights under this Agreement, the Offer or other related contracts. User agrees to bear any costs associated with the preparation and registration of such security interests, and to include terms that afford the Company the protection it reasonably requires.

6 REPRESENTATIONS, WARRANTIES, AND COVENANTS.

6.1 **User Representations and Warranties.** In addition to the representations and warranties set forth in Section 6 of the Terms of Service and Section 2.5 of this Agreement, User represents, warrants, and covenants on an continuing basis: (i) User has and will maintain insurance in such amounts and against such risks as are reasonably necessary to protect its business and will provide proof of such insurance to the Company upon reasonable request; (ii) all tax returns and tax reports, and all taxes due and payable or required to be filed by User have been or will be filed and paid, on a timely basis (including any extensions); (iii) User has no and will have no material liabilities and no material contingent liabilities, except those which User disclosed to the Company in writing before the Effective Date and except current liabilities incurred in the ordinary course of business; (iv) User is not and will not be subject to any Lien, except those which User disclosed to the Company in writing before the Effective Date and except those incurred in the ordinary course of business; (v) User will promptly notify the Company of any significant change or other development that has or may have a material adverse effect on or a significant change in User's business, and User agrees to provide to the Company, upon request, any information related to User's business or the transactions contemplated by this Agreement; (vi) there is and will be no action, suit, claim, inquiry, investigation, or legal, administrative, or arbitration proceeding pending or currently threatened, whether at law, in equity, or before any governmental authority, against User; (vii) User has not declared bankruptcy within the past seven years preceding the Effective Date, has not consulted with a bankruptcy attorney within the past six months preceding the Effective Date, and is not and will not contemplate or anticipate the filing of a bankruptcy or other insolvency proceeding, or closing or materially modifying User's business; (viii) User is and will be solvent and capable of fulfilling its obligations under this Agreement, and User has not been having and will not have any difficulty paying amounts due to others in full and when due; (ix) User promises that none of the

Payment Rights have been assigned or made subject to any liens prior to the assignment granted pursuant to this Agreement and that no further assignment of the Payment Rights will be made by User without the prior written consent of the Company; (x) User has no financial interest or other conflict of interest with any third party transaction or business relationship contemplated by this Agreement, including any interest in a Supplier or Customer, and if such an interest or relationship arises, User shall immediately disclose it to the Company in writing; and (xi) User understands and agrees to abide by the Company's anti-money laundering and anti-corruption policies and all other laws of comparable substance applicable in the jurisdictions in which it does business.

6.2 **the Company Representations and Warranties.** The Company represents, warrants and covenants to the User: (i) the Company has all required licenses and approvals necessary or advisable to perform its obligations, and shall maintain such licenses and approvals throughout the term of this Agreement; and (ii) the Company has the access to quality, reliable, available, and cost-efficient capital necessary or advisable to perform its obligations, and shall maintain such access throughout the term of this Agreement.

7. CONSENT TO ELECTRONIC COMMUNICATION.

User irrevocably consents and agrees that the Company may provide all information and disclosures required by law to User electronically; and User's electronic signature on this Agreement and related documents has the same effect as if User signed them in ink. This consent applies to acceptance of this Agreement, to all future communications with User, and to other communications, notices, and disclosures that the Company provides to User electronically. All communications provided electronically will be deemed to be "in writing." the Company reserves the right to cancel electronic disclosure services and to change such services or send disclosures in paper form at any time. The Company is responsible for sending notice of the disclosures to you electronically, but is not responsible for any delay or failure in User's receipt or review.

8. CONSENT TO TELEPHONIC COMMUNICATIONS.

For informational, servicing, fraud, or collection related communications, User agrees that the Company may use the phone numbers that User provides to the Company to contact User's phone, cellular phone, or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. User represents and warrants that any phone number that User provides to the Company is a business-purpose phone number that belongs to User or that User is authorized to provide to the Company. Call and text frequency may vary and may be recurring. This consent applies even if User is charged for the call or text under User's plan. User is responsible for any charges that may be billed to User by User's communications carrier when the Company contacts User. Message and data rates may vary. The Company and any carrier are not liable for delayed or undelivered messages. To ensure that User receives accurate and courteous customer service, User's calls with the Company may be

monitored or recorded by us or our agents, and User agrees to any such monitoring and recording.

9. NOTICES TO THE COMPANY.

All notices to the Company concerning this Agreement must be sent to us at: KLEAR Inc., at 2021 Fillmore St. #63, San Francisco, CA 94063 . Notice by User to the Company is deemed to be given when received by the Company.

10. NOTICES TO USER.

All notices to User concerning this Agreement will be sent to User's last mailing address or email address that the Company has on file for User. Notice by the Company to User is deemed to be given when sent. User agrees to notify the Company, as set forth in Section 8, immediately regarding any change of User's address or email address. Until the Company is notified that User's address has changed, the Company will continue to send notices to the last address or email address for User that the Company maintained on file.

11. WARRANTY DISCLAIMER.

THE PAAS SERVICES AND SUPERVISED TRADES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, INCLUDING THOSE EXPRESS, IMPLIED, OR STATUTORY, AND, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, RESOLVE DISCLAIMS ALL WARRANTIES OF ANY KIND REGARDING THE PAAS SERVICES AND RECEIVABLES PURCHASE TRANSACTIONS INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NONINFRINGEMENT, TITLE, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. FURHTER, THE COMPANY SHALL NOT BE OBLIGED TO, AND WILL NOT, UNDERTAKE ANY INDEPENDENT INSPECTION OR EXAMINATION OF THE DELIVERABLES, WHETHER PRIOR TO ITS PURCHASE FROM APPLICABLE SUPPLIERS OR THE SALES TO CUSTOMERS.

12. SETOFF.

the Company may set off any Subscription Fees, COGS, Service Fees, costs, expenses, indemnification amounts, and any other amounts User owes the Company, as applicable, against any remittances, or other amounts owed by the Company to User under this Agreement or any other applicable Supplemental Agreement or under the Terms of Service.

13. INDEMNIFICATION; REMEDIES.

13.1 In addition to User's indemnification obligations set forth in the Terms of Service, User shall indemnify and hold the Company, its affiliates and each of their respective Representatives harmless from and against all Claims arising out of or relating to any of the following: (i) any misrepresentation, breach or alleged

breach of, failure, or default by User in connection with any of representation, warranty, covenant, or other provision of this Agreement (or any agreement incorporated by reference herein); (ii) any errors or omissions by User in connection with this Agreement, the Customer Contract(s), the Offer or any other related documents or agreements, or the Deliverables; or (iii) User's gross negligence or willful misconduct. In addition to the rights and remedies the Company has under this Agreement, the Company will also have all other rights and remedies provided under applicable law and equity, which rights and remedies will be cumulative.

13.2 the Company shall indemnify and hold User and its affiliates and each of their respective Representatives, harmless from and against all Claims arising out of or relating to any of the following: (i) any misrepresentation, breach or alleged breach of, failure, or default by the Company in connection with any of representation, warranty, covenant, or other provision of this Agreement (or any agreement incorporated by reference herein); or (ii) the Company's gross negligence or willful misconduct. In addition to the rights and remedies User has under this Agreement, User will also have all other rights and remedies provided under applicable law and equity, which rights and remedies will be cumulative.

14. INDEPENDENT CONTRACTORS.

Except for the agency expressly provided in Sections 3.5 and 4.1, nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or agency relationship between the Parties and neither Party has the authority, without the other Party's written approval, to bind or commit the other Party in any capacity.

15. OWNERSHIP OF DATA

15.1 **Trade Data.** All Trade Data is and will be owned by the Company. For any Trade Data provided by the Company to User as part of the PaaS Services, the Company hereby grants User a limited, non-exclusive right and license to use the Trade Data solely for User's own internal business purposes, excluding any use of such Trade Data with any third party or in any service bureau activity or capacity without the prior written consent of the Company.

15.2 **User Data**. As between the Parties, all User Data is and will be owned by User. User hereby grants the Company a non-exclusive, worldwide, royalty-free right to use, analyze, and leverage User Data as necessary to provide the PaaS Services and to develop Trade Data for the Company's business operations, including third-party services.

16. FORCE MAJEURE.

Except for each Party's payment obligations, neither Party will be responsible for any failure or delay in performance due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond its reasonable control, including, without in any way limiting the generality of the foregoing, fire, terrorism, pandemic or epidemic, earthquake, storm, flood or other weather, unavailability of necessary utilities, telecommunications failures, or shortage of raw materials, strike, lockout, labor problems, unavailability of components, war, riot, acts of God, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such Party of this Agreement).

17. ASSIGNMENT.

Neither Party may sell, assign, or transfer this Agreement or any rights or obligations herein without the prior written consent of the other, except that the Company shall retain the unrestricted right to provide invoice factoring services and to sell invoices generated from its provision of the PaaS Services to third parties. Any attempt to sell, assign, or transfer without such consent shall be void. This stipulation ensures the Company's operational flexibility in managing financial settlements associated with the services rendered under this Agreement.

18. TERMINATION; SURVIVAL.

18.1 A Party may terminate this Agreement or any Offer for cause (i) upon 30 days written notice to the other Party of a breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors which is not dismissed after 30 days of the related filing.

18.2 Regardless of any termination or expiration of the subscription term (if applicable) or any termination of this Agreement, User will continue to be obligated to pay all amounts owing by it under, and to otherwise perform the terms of, this Agreement, and all of the Company's rights will continue in full force and effect until all of User's obligations are fully satisfied, including payment of Subscription Fees and the User Obligations, which the Company will continue to impose until the date full payment is received. However, if this Agreement is terminated in accordance with Section 18.1 by User for cause, the Company will refund User any prepaid Subscription Fees covering the remainder of the subscription term for the Services after the effective date of termination. Sections 4, 5, 6, 10 through 16, 18.2 and 19 will survive any termination or expiration of the subscription term of the Services and any termination of this Agreement.

19. MISCELLANEOUS

19.1 **Amendment.** The Company may, at any time and subject to applicable law, change any term or add any new term in this Agreement, including those related

to Subscription Fees, Service Fees, or other charges, or other terms. When required by applicable law, the Company will deliver a notice of any change(s) or addition(s) to User. No change to any term or new term in this Agreement will affect any User obligation under this Agreement to pay, in full, all amounts owing by it under, or otherwise perform the terms of, this Agreement. User's continued use of the Services will constitute acceptance of any amendment.

19.2 **Waiver.** Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

19.3 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Section headings in this Agreement are for convenience of reference only, and shall not be considered in interpreting this Agreement.

19.4 **Entire Agreement**. This Agreement, together with the Terms of Service, represent the complete and exclusive Agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of both Parties. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

19.5 **Confidentiality**. Section 12 of the Terms of Service shall govern the Parties' confidentiality obligations under this Agreement.

19.6 **Limitation of Liability**. Section 10 of the Terms of Service shall govern the limitation of liability of the Parties under this Agreement.

19.7 **Dispute Resolution**. Section 14 of the Terms of Service shall govern the dispute resolution and governing law of this Agreement.