

**RECYCLE GLOBAL EXCHANGE
PLATFORM TERMS OF SERVICE AGREEMENT**

Revised and Effective as of July 1, 2021

Version: 3.0

Welcome to the Recycle Global Exchange Platform, an online marketplace platform (the “Platform”) that facilitates recycling transactions by connecting customers that have information technology equipment and data recycling needs (each a “Customer” and collectively, “Customers”) with recycling providers (collectively, “Vendors”), consisting of (i) Vendors who have received a certificate of compliance stating that the Vendor satisfies all recycling standards promulgated by Sustainable Electronics Recycling International (“SERI”) or EStewards (“Certification Standards”) (each, a “Certified Vendor”) and (ii) Vendors who are not Certified Vendors, but who can fulfill Jobs (defined below) where a Certified Vendor is not required (each a “Non-Certified Vendor”). The Platform resides on this website (the “Website”) and any associated mobile applications (the “Applications”). The Platform, Website, and Applications (collectively, the “Program”) are owned and operated by Recycle Global Exchange, LLC, a Colorado limited liability company (“RGX”) or any successor entity.

This Terms of Service Agreement (this “Agreement”) is a legally binding agreement between the User (“User” or “You”) and RGX (each a “Party” and collectively the “Parties”) and governs the User’s access to and use of the Program. If You are entering into this Agreement on behalf of an entity, You represent and warrant that you have the legal authority to bind that entity as the User.

All Users must comply with this Agreement as a condition of access to and use of the Program. RGX reserves the right, in its sole discretion, to revise, update, modify, add to, and delete from this Agreement (collectively, “Modifications” or “Modify”) at any time in its sole discretion. Your use of the Program after any such Modifications shall be conclusive evidence of Your acceptance of the Modified Agreement.

This Agreement incorporates by references the following forms of agreement or policies and form a part hereof:

- This Agreement
- Transaction Terms and Conditions (and related SOWs) attached hereto as Appendix A
- RGX Privacy Policy

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING THE PROGRAM, EACH USER AGREES TO BE BOUND BY THIS AGREEMENTS AND ITS ADDENDA, SCHEDULES, AND EXHIBITS.

1. Scope of Services:

a. Platform. The Platform enables RGX, Customers, and Vendors to interact through the Platform, including to enter into business transactions relating to the disposal or recycling of recyclable or waste materials (“Disposal Materials”), and related services (collectively, “Transactions”). The Platform permits Customers to post Jobs for Transactions (“Jobs”) to the Platform for Vendors to make bids to fulfill the Jobs (“Bids”) on the Platform, and the Customer to formally accept Bids by

confirming the Bid ("Confirmation"), and for the Customer and Vendor to close the Transaction using the tools on the Platform ("Closing"). The Platform also allows Users and RGX to post or share communications, information, data, text, graphics, messages, tags, meta-data, and images (including Jobs, Bids, and Confirmations)(collectively, "Content"). Content posted by Users is called "User Content", and content posted by RGX is called "RGX Content". Each User is responsible for its User Content. RGX is responsible for RGX Content.

b. License and Restrictions.

i. Accounts and Access. To use the Platform, each User must create an account (an "Account"). The Account gives the User access to the Platform and functionality. We maintain different types of accounts with different features for different types of Users. If a User connects to the Website through a third-party service (such as Google or social media sites), the User grants RGX permission to access and use the User's information from that service. RGX reserves the right to accept or reject any User in its sole discretion.

ii. Account Information and Management. To open an Account, You must maintain complete and accurate Profile Information and Payment Account (defined below) information (collectively your "Account Information"). "Profile Information" is the information that you supply to complete a profile, which typically includes your name, email address, phone number, business type (whether a Customer or a Vendor), information about the User, and hours of operation. Customers and Vendors may be required to submit different Profile Information. The person creating the Account on behalf of a User must designate an "Administrator" for the Account and represents that such person is authorized to create the Account on behalf of the User. Users are solely responsible for their Account Information. We reserve the right to remove or reclaim any usernames at any time and for any reason.

iii. Privacy Policy. The User's Account Information, and all information and data that a User uploads to the Platform or makes available to RGX or other Users on the Platform (other than User Content) (collectively, "User Data") will be held and used in accordance with our Privacy Policy [*insert hyperlink to Privacy Policy*]. By using the Platform, you agree that you have read and understand the Privacy Policy and that you consent to the collection, use and disclosure of your User Data, in accordance with our Privacy Policy. By using the Platform, you also agree and authorize us to collect User Data and your Website use information in an aggregated and anonymized manner, to compile statistical and performance information related to the operation of the Platform.

2. Use of the Program.

a. License Grant for the Program. RGX grants each User a non-exclusive, non-transferable, revocable, limited license solely for the period the User's Account is active, to access and use the Platform and to install and run one copy of the Application on a single mobile device (the "License"). The License allows the User to use the Platform strictly in accordance with this Agreement. Use of the Platform other than as specifically authorized is strictly prohibited and could terminate the License. The Administrator may extend authorizations to "Authorized Persons" and "Team Members" who may use the User's Account and to designate specific permissions for Authorized Persons and Team Members. Authorized Persons and Team Members must complete their own profiles. Each User is responsible for its Authorized Persons and Team Members use of the Account.

b. Restrictions. In using the Program, Users may not:

- i. copy, print, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise transfer any Content (other than their own User Content);
- ii. create compilations or derivative works of any Content or data, software, network structure or other component of the Program;
- iii. use Content in any manner that may infringe any Intellectual Property Right (defined below), or proprietary property, or privacy right of RGX, any User or third party;
- iv. remove, change, or obscure any copyright or other proprietary notice;
- v. make any portion of the Program or any Content available through any timesharing system, service bureau, or similar technology;
- vi. remove, decompile, disassemble, reverse engineer, or attempt to discover source code for any software;
- vii. use the Program for advertising or solicitation (other than in connection with Transactions) or transmitting unsolicited commercial email, spam, chain letters, junk e-mail, invalid domain names, deceptive addresses; or unsolicited telephone calls or facsimile transmissions;
- viii. use the Platform in a manner that violates any law, rule, regulation or order of any court or other governmental authority (collectively, "Laws");
- ix. circumvent, disable, damage, or interfere with security-related features;
- x. institute, assist, or transmit Content that promotes any virus, worm, malware, spyware, or similar attacks;
- xi. attempt to gain unauthorized access to the Platform, other User's Accounts, or networks connected;
- xii. post Content that is abusive, threatening, obscene, bullying, demeaning, defamatory, libelous, racially, sexually, or religiously objectionable, contains nudity, excessive violence, or offensive subject matter, or is likely to harass, abuse, or harm another person;
- xiii. attempt to solicit personal information from other Users or collect, harvest or post anyone's private information, identification documents, or financial information; or
- xiv. upload or transmit any material that acts as an information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), pixels, web bugs, cookies, or other similar devices ("spyware," "passive collection mechanisms" or "pcms").

c. Personal Data. RGX will use Account Information solely to manage the User's Account. Each User agrees that it only shall determine the uses and purpose for any processing of its other User Data, including User Data that it supplies or uploads as part of Transactions. User agrees that

it will not upload, provide, transmit, or otherwise share any information that alone or with other information can be used to identify a natural person, directly or indirectly, such as by an identification number (e.g., social security number) or one or more factors specific to your identity (e.g., name, date of birth, biometric data, fingerprints, DNA, etc.) ("Personal Data"), except as may be necessary as part of a Transaction, and, in that case, the User is solely responsible to determine and oversee how that Personal Data is used and processed. RGX will not use that Personal Data (unless it is part of the Account Information) for any purpose. User shall indemnify and hold harmless RGX for all costs, expenses, fees, legal expenses, and/or attorney fees incurred as a result of User's sharing, uploading, providing, or using Personal Data in connection with the Platform in violation of this Agreement. To the extent that RGX obtains or comes into contact with any Personal Data provided by or on behalf of a User in connection with RGX's services under this Agreement or any Transaction, RGX shall not determine the uses or purposes of processing the Personal Data, and RGX's role shall be solely as a "Service Provider" and not as a "Business" (as such terms are defined in the California Consumer Protection Act (CCPA)) and RGX shall delete or return the Personal Data provided to it after completing the services. Any Personal Data provided by or on behalf of a User in connection with a Transaction is provided for the benefit of the Users in the Transaction, and not for RGX. Neither this Agreement nor the Terms (defined below) include, offer, or suggest any particular data security, data privacy, or terms of data processing. Each Customer and Vendor must agree amongst themselves to the terms of any data security, data privacy, or data processing that they may require in any Transaction, and disclose those terms in their respective Jobs, Bids, and SOWs.

3. Term and Termination.

a. Initial Term and Renewal Terms. This Agreement shall be effective on the date that the Account is opened (the "Effective Date") and shall continue in effect until the Account terminates or expires. The Account shall expire on the first anniversary of the Effective Date (the "Initial Term"), provided however that the Account shall automatically renew for additional periods of one-year each (each a "Renewal Term") on each anniversary of the Effective Date (each a "Renewal Date") upon User's payment of annual fees to renew the Account for each Renewal Period ("Access Fees") paid before the applicable Renewal Date. Any User has the right to not renew the Agreement for any Renewal Term by not paying the Access Fees before the applicable Renewal Date. RGX has the right to not renew this Agreement for any Renewal Term in its sole and absolute discretion by delivering written notice to the applicable User and not accepting Access Fees. However, if RGX accepts Access Fees for a Renewal Term, it must honor the Renewal Term. Each Renewal Term will be automatically effective as of the Renewal Date. Activation of a Renewal Term shall constitute the User's agreement to the version of this Agreement then in effect, and continued use of the Platform constitutes ratification of this Agreement.

b. RGX Termination. RGX may limit, suspend, terminate, modify, or delete the User Accounts or access to the Program for any of the following reasons by providing 30 days prior written notice thereof (except if due to items 3 or 5 below), which may be by any means authorized in Section 13 below:

1. User violates this Agreement;
2. Any representation or warranty made by the User were false or misleading when made or became false or misleading and were not promptly corrected;

3. RGX determines that continuation of the Account presents a danger, threat, or harassment to RGX, any other User, any other third party;

4. The Program is terminated or suspended, which RGX may do in its sole discretion at any time; or

5. RGX has reasonable basis to believe that the User has:

a. misappropriated, misused, or disclosed RGX's or any third party's trade secrets, confidential or proprietary information, or intellectual property;

b. attempted or plans to attempt to enter into a business that competes with RGX or provides a similar platform and marketplace for recycling services; or

c. attempts to circumvent RGX by contracting directly with other Users for similar transactions found by using the Platform without payment of applicable Transaction Fees to RGX or without utilizing the Platform;

d. illegally or improperly used of the Program, creating risk of possible legal liabilities;

e. been convicted of a felony or crime of moral turpitude, or been found liable in a court of law for fraud; or

f. been the subject of two or more written complaints from other Users that the User has had Transactions with, about the User's conduct or poor performance of Field Services and did not remedy the same within a reasonable time to RGX's reasonable satisfaction.

c. Effect of Termination. Before any termination is effective, RGX will use reasonable efforts to confer with the User to discuss the circumstances and try to find a reasonable resolution. Any such termination shall be effective as of the date stated in the applicable notice, or if no date is specified, then last day of the then applicable Term (the "Termination Date"). Upon the Termination Date, User's access to the Platform will be discontinued and User will remain liable for any then due and outstanding Access Fees, and performance of all outstanding SOWs as of the Termination Date, which shall remain in full force and effect until completed. Termination of a User's Account can include disabling User's access to the Platform and its User Content. Upon termination of a User's Account, RGX will delete or destroy the User's Account Information. RGX does not control Account Information or User Content shared others and will not be able to delete it from recipients with whom it was shared.

4. Transactions. Users and RGX may utilize the Platform to engage in recycling transactions ordered by a Customer, performed by a Vendor, and coordinated through the Platform (each a "Transaction" and collectively, "Transactions"). The Customer and Vendor in any Transaction may elect to have that Transaction be subject to and governed by the Transaction Terms and Conditions which can be found here [\[insert hyperlink\]](#) (the "Terms"). The Terms apply only to Transactions and do not govern use of the Platform other than as to a Transaction, and a Transaction is deemed to not exist until it is Confirmed (as provided below). Customers and Vendors are not required to use the Terms and may, instead agree, to use a different form of agreement (an "Alternative Contract" pre-approved by RGX to confirm that (i) RGX will be paid its applicable fees; (ii) other User's rights will not be adversely affected,

and (iii) the Alternative Contract is consistent with this Agreement. RGX's approval shall not be construed as endorsing, promoting, or taking on any obligation under, any Alternative Contract.

a. Jobs. Each time that Customer seeks to utilize the Platform for a Transaction, Customer will submit a "Job" on the Platform. Customer will submit specific information about the Job such as (i) a name for the Job; (ii) a job number or other identifying information; (iii) a description of the quantity and nature of the Disposal Materials, (iv) the weight of the Disposal Materials, (v) the location of the Disposal Materials, (vi) whether a Certified Vendor is required; (vii) whether Customer will allow a Site Visits before Bids are placed; (viii) deadlines for Bid submissions; (ix) whether the Disposal Materials are available for purchase and/or resale by the Vendor; (x) the date by which the Disposal Materials must be removed; (xi) whether Customer requires use of the Terms or an Alternative Contract; (xii) whether Customer will require any data protection, data security, or similar agreements regarding the protection of data; and (xiii) any other information the Customer determines to be important, such as photographs, lists, and miscellaneous documents. The Job does not constitute an offer to enter into a binding contract but is merely an invitation for Vendors to bid on the Job. Once a Job is placed it may be canceled or revoked at any time before Confirmation by removing the Job from the Platform, however, once Confirmation has occurred, a Job cannot be revoked. RGX may charge a processing fee for cancelled Jobs.

b. Bids. Jobs will be accessible to Vendors on the Platform, where Vendors will be able to make Bids on the Job. If the Job specifies that a Certified Vendor is required, then only Certified Vendors will be permitted to Bid on the Job. Bids will include, among other things, (i) a statement as to whether the Vendor is a Certified Vendor, (ii) a per pound price that the Vendor will pay for the Disposal Materials (in US Dollars); (iii) a list of the specific services that the Vendor proposes to perform for the Customer to fulfill the Job, (iii) the price that the Vendor would charge the Customer for those services (in US Dollars), (iv) proposed timetables for deliverables; (vi) deadlines for Confirmation and date that the Bid will expire; (vii) whether Vendor agrees with the Customer's requirement to use the Terms or an Alternative Contract; (xii) whether Vendor will require any data protection, data security, or similar agreements regarding the protection of data other than as proposed by the Customer; and (xiii) any other terms and conditions that the Vendor wants to include. If the Bid includes a purchase of the Disposal Materials, the Vendor must obtain the Customer's written approval of the resale terms for the resellable Disposal Material within a time period that Vendor and Customer agree. If the Vendor and Customer do not agree within the agreed time period, the Confirmation will be null and void. Vendor is not permitted to dispose of or sell any Disposal Materials without a valid SOW with the Customer, and RGX reserves the right to assess the Vendor an extra fee of up to \$10,000 per Disposal Material item that a Vendor attempts to sell without the Customer's prior written approval. RGX does not guaranty any minimum or maximum number of Vendors, nor any specific Vendors. Each Bid is specific to the Job to which it applies, and no Bid will be deemed to constitute a general offer for services or set a precedent or expectation with respect to that Vendor, and there is no vested right in Bid amounts, pricing, terms, course of dealing or course of performance. Vendors will determine their Bids on a case-by-case basis in their sole discretion. Each Bid shall constitute an offer to enter into an agreement with the Customer based on the terms in the Bid, but a Bid will not form a contract until it is Accepted. Once a Bid is placed it may be canceled or revoked at any time before Acceptance by removing the Bid from the Platform, however, once Acceptance has occurred, a Bid cannot be revoked. RGX may charge a processing fee for cancelled Bids. If the Job states that the Disposal Materials are not available for purchase, the Vendor must destroy the Disposal Materials, and if the Disposal Materials are found listed for sale or lease thereafter, the Vendor may be subject to fine, suspension from the Platform, and/or termination of the Vendor's Account or any other remedy available at law or in equity.

c. Site Visits. If the Customer will allow Vendors to visit the Customer's site before the Vendor places a Bid (a "Site Visit"), the Vendor and Customer will work together to coordinate the Site Visit, under such terms and conditions as the Vendor and Customer agree. RGX will not be involved in coordinating or managing or have any responsibility regarding Site Visits.

d. Confirmation. To accept a Bid, the Customer will "Confirm" a specific Bid on the Platform. Customers do not have the ability to make counteroffers to a Bid using the Platform; rather a Bid is either confirmed or it is not. Confirmation is specific to, and only applies to the specific Bid. A Confirmation on one occasion will not be deemed to be a general acceptance of Bids from a Vendor generally, or a commitment to purchase goods or services from that Vendor in the future or set a precedent or expectation with respect to that Customer, and there is no vested right in pricing, terms, course of dealing or course of performance.

e. Statement of Work. The Confirmation will contain, among other things, (i) a description of the scope of recycling and disposal services, terms, and conditions, as described in the Job and Bid (the "Field Services"); (ii) a description of any purchases of Disposal Materials the Vendor will make; (iii) the amount of (or method of calculating) the Transaction Fees and their payment terms; (iv) a Job site location(s); (v) contact information for a representative of the Customer and Vendor; (vi) a description of any applicable deliverables for that SOW ("Deliverables"), (vii) applicable milestones and projected delivery schedules; (viii) an express incorporation of the terms of the accepted Job and Bid; and (ix) other applicable information. The Confirmation will constitute a binding Statement of Work ("SOW"), and each such SOW is expressly incorporated into the Terms or Alternative Contract, as applicable, by reference. In no event shall the Vendor have any obligation to purchase Disposal Materials or perform Field Services, nor shall Customer have any obligation to sell Disposal Materials or pay any Field Services Fees, unless and until an SOW has been generated and acknowledged. If any conflict or inconsistency exists between the terms of a SOW and the terms in the main body of this Agreement, the SOW shall control.

f. RGX as Facilitator Only. RGX is merely a facilitator in Transactions, acting to (i) manage the Job, Bid, Confirmation, and Closing process, including verifying (to the extent feasible based on available information) that Certified Vendors satisfy the Standards (and Non-Certified Vendors satisfy any standards required in the SOW); and (ii) monitor and provide oversight of the Vendor's performance of the Field Services as set forth in subsection (g) below (collectively, the "RGX Management Services"). RGX is not itself a Vendor and does not, itself, perform the Field Services. RGX is not responsible for any aspect of the Field Services, the Vendor's performance of the Field Services, or for the obligations of either Customer or the Vendor to one another or the result of or satisfaction with the Field Services. RGX is not a guarantor of the Field Services, or a fiduciary to Customer or Vendor. Customer agrees to look solely to the Vendor for performance of the Field Services and purchase of Disposal Materials and shall not hold or attempt to hold RGX responsible or liable for the performance of the Field Services or purchase of Disposal Materials. RGX is responsible, however, for the specific obligations that RGX expressly agrees to provide pursuant to this Agreement, and may be liable only for its negligence, gross negligence, or intentional misconduct in the performance of those obligations. RGX is not responsible for processing or handling any Personal Data on behalf of any User.

g. RGX's Management and Monitoring Role. During the Vendor's performance of the Field Services, RGX will provide the following management, overseeing, and communication functions:

- i. Provide automated alerts and reminders to both the Customer and the Vendor, including for deadlines, milestones, task completion, and job completion;
- ii. Assist with communication regarding disputes between the Customer and the Vendor; provided RGX will not act on behalf of or in any representative capacity for either Customer or Vendor with respect to any dispute;
- iii. Monitor scope, adherence, and progress to keep work on schedule;
- iv. Provide progress reports and scheduled work to the parties, including retaining and providing access to job records, subject to restrictions and confidentiality obligations;
- v. Identify problems that may occur and work to resolve them;
- vi. Keep copies of the Order, Bid, Acceptance, Certificates of Destruction, Certificates and Cancellation and other records;
- vii. Deliver notices and other communications related to the work; and
- viii. Assist with management of the financial transactions per the SOW.

5. Fees and Payments.

a. User Payments. Users shall make payments to RGX as follows: (a) Access Fees; and (b) Transaction Fees (collectively, "User Payments"). ALL USER PAYMENTS, ONCE PAID, ARE NON-REFUNDABLE AND THERE IS NO WAIVER OR REFUND BECAUSE OF LACK OF USE, TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE PLATFORM, MODIFICATION OF THIS AGREEMENT OR THE TERMS, DISSATISFACTION, OR ANY OTHER REASON. User Payments must be made as and when they are due, and if not timely paid, (w) will incur interest at the lesser of 1.5% per month or the maximum rate permitted by Law from the date such amount was due until paid in full, (x) User will be unable to place Jobs or Bids; and (y) if the delinquent User Payments are not paid in full within 10 days after the date they are due, RGX reserves the right to terminate the User's Account. User Payments are obligations independent of other provisions of this Agreement and are enforceable by specific performance.

b. Payment Account. Upon activation of a User Account, RGX may draw the Access Fees for the initial term from the payment source the User provides (the "Payment Account"). User authorizes RGX to automatically, without separate consent on each occasion, draw the Access Fees from the payment account on each access fees payment date the account is active. User will receive a notice that indicates that the Payment Account will be charged Access Fees alerting User to any impending Access Fee payment approximately 30 days before each Renewal Date, so that the User may terminate the Account before the Access Fee is due. RGX will not retain credit card information but will use a third-party payment processing company to draw credit card payments.

c. Access Fee. Annual Access Fees are paid by Users to RGX to gain access to and use the Platform and cover administrative costs, account maintenance, overhead and related expenses. Access Fees allow Users to make Transactions but are not applied toward and do not reduce Transaction

Fees. Access Fees are invoiced to Users annually. The amount and payment terms for Access Fees are set forth on the Website. Access Fees are subject to change (including increase) at any time in RGX's sole and absolute discretion, provided such increases have prospective effect only and are not applied until the next ensuing Renewal Date.

d. Transaction Fees. The Purchase Price for the Transactions in the SOW shall be paid as follows:

i. Transaction Payments. There are two types of Transaction Fees: 1) Payments from the Vendor to Customer (to purchase Disposal Materials) ("Purchase Price"); and 2) Payments from the Customer to the Vendor (to purchase Field Services) ("Field Service Fees"). The Purchase Price and Field Service Fees are collectively referred to herein as "Payments". The amount of the Payments will be specified in the applicable SOW. Payment of the applicable price or fees for Transactions will occur as follows:

A. Purchase Price For Disposal Materials. The Purchase Price payable by the Vendor to the Customer will be stated in the applicable SOW and will be determined on a Transaction-by-Transaction basis and is only valid for the specific SOW to which it applies.

B. Field Service Fees. The Field Service Fees payable by Customer to the Vendor will be stated in the SOW along with an itemized list of Field Services the Vendor agrees to perform. The Field Service Fees will be determined on a Transaction-by-Transaction basis and are only valid for the specific SOW to which they apply. Customer shall pay RGX the Field Service Fees as set forth in the applicable SOW at least three (3) business days before the date that the Field Services are to be completed, or on payment terms RGX otherwise requires, using RGX's online payment portal.

C. Share to RGX. RGX will invoice each Customer and Vendor based on an invoicing schedule that RGX determines, and that invoice will include all Access Fees and Transaction Fees due from that Customer or Vendor, as applicable that accrued during the invoice period ("Invoices"). The Invoices will include line items showing the Transaction Fees for each separate Transaction during the applicable period. Customers and Vendors shall pay the Invoices to RGX within 15 days after delivery of the Invoice. Within 10 days after receipt of payment of any Invoice, RGX shall pay (a) to Customer, the Purchase Price for each purchase of Disposal Materials due to Customer for that applicable period, minus an amount equal to a percentage of the Purchase Price that Customer and RGX agree upon in writing (the "RGX PP Share"); and (b) to Vendor, for all Field Service Fees accrued to the Vendor during the previous period minus an amount equal to a percentage of the Field Service Fees that Vendor and RGX mutually agreed upon in writing (the "RGX FS Share"). RGX anticipates that Invoices would be delivered monthly but reserves the right to issue invoices at other times and at any time.

e. Taxes. All applicable taxes, impositions, or assessments on any Transaction shall be allocated to the User specified in the SOW and that User shall be responsible for reporting and paying Taxes. Each User agrees to be responsible for and to pay all Taxes allocated to that User for each Transaction. RGX shall have no responsibility for Taxes on any Transaction except as provided by applicable Law. If any failure to comply with this Section 5(e) leads to a subsequent penalty, fine, fee, or other obligation, the User that was responsible for the Taxes shall indemnify RGX for all costs, expenses, fees, legal expenses, and/or attorney fees incurred as a result. No RGX Released Party (defined below) represents or has provided any User with any advice pertaining to the legal effect or tax consequences to such User of any Transaction. Vendor and Customer have obtained or will independently obtain such

advice from their respective legal and tax advisors, and such User has not relied on any statement, representation, or warranty from RGX in connection therewith. Each Party shall indemnify and hold RGX harmless and against from payment of all Taxes, and any related penalties or interest arising from the payment of the Transaction Fees. The paying Party will make all payments of the Transaction Fees free and clear of, and without reduction for, any withholding taxes; any such Taxes shall be the obligated Party's sole responsibility.

6. Content.

a. User Content

i. License of User Content. User grants RGX a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any suggestion, enhancement request, recommendation, correction, or other feedback provided by User to RGX (the "Feedback"), which Feedback shall not include or relate to User Content (including personally identifiable information). Each User agrees that its User Content will be viewable to other Users who may also be able to download that User Content as part of evaluating or entering into Transactions. RGX may collect data and information related to use of the Platform to use in an aggregate, analytical, and anonymized manner, including to compile statistical and performance information related to the operation of the Platform.

ii. Other Users Access. The User retains all right, title, and interest in its User Content subject to the foregoing licenses; however, by sharing User Content through the Platform, each User agrees to allow others to view, respond to, and interact with the User Content. You are solely responsible for obtaining all consents as may be required by law to collect or submit User Content.

a. Restrictions. Users will not post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, animal, or property; or (ii) contains any information or content that may reasonably be deemed to be unlawful, tortious, harmful, abusive, offensive, defamatory, infringing, invasive of privacy rights, harassing, humiliating, threatening, profane, discriminatory, or violates third-party Intellectual Property Rights. As used in this Agreement, the term "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the Laws of any state, country, territory, or other jurisdiction.

iii. RGX Not Liable. User acknowledges that RGX shall not be liable for any Content (including User Content from other Users), including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted, or otherwise made available on the Platform.

iv. Content Retention. User acknowledges and agrees that RGX may not access, retain, store, and disclose User Content unless required to do so by Law or reasonably necessary to: (a) comply with Laws or legal process; (b) enforce this Agreement; (c) respond to Claims (defined below); (d) respond to User requests for customer service; or (e) protect the rights, property, or safety of RGX, Users or the public. Under no circumstances will User Content be sold or disclosed by RGX to any third party. RGX reserves the right to investigate complaints or reported violations and to take any action

it deems appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any necessary information. RGX assumes no responsibility for the conduct of any User submitting User Content nor for monitoring the Platform for inappropriate Content or conduct. RGX does not pre-screen or monitor User Content but reserves the right to do so. RGX may reject, refuse to post, take down or delete any User Content it determines violates this Agreement. RGX reserves the right to disclose User identity or other information to any third party who Claims that User Content violates their rights. RGX reserves the right to limit User Content based upon the amount of storage capacity available. Users do not have an expectation of privacy regarding these rights and waive any Claims against and hold RGX harmless from any Claims resulting from any action taken in the exercise of those rights.

b. User Interactions. Each User is solely responsible for its interactions with Other Users. Each User releases RGX and its members, shareholders, owners, subsidiaries and affiliates, officers, directors, members, managers, attorneys, accountants, partners, owners, employees, contractors and their respective heirs, successors, and assigns (the "RGX Released Parties") from Claims, arising from or connected with such disputes. RGX cannot guarantee that Other Users will not use the ideas or information contained in User Content. RGX has no responsibility to evaluate, use or compensate any User for any ideas or information a User submits. RGX is not responsible for any other User's misuse or misappropriation of any User Content, and each User agrees to not bring any Claims against RGX for the actions of Other Users.

b. RGX Content. Except for User Content, the Program, and all Content therein (collectively, the "RGX Content"), and all Intellectual Property Rights related thereto, are Confidential Information of and the exclusive property of RGX and its licensors. Nothing in this Agreement shall be deemed to create a license in or under any RGX Content and each User agrees not to claim any right, title, or interest in to or under RGX Content or RGX Intellectual Property Rights. Use of the RGX Content or RGX Intellectual Property Rights for any purpose not expressly permitted by this Agreement is strictly prohibited.

7. Third Party Advertising. The Program may feature advertisements from RGX or third parties, in accordance with our Privacy Policy. We may provide links on the Program to third party websites or vendors who may invite you to participate in promotional offers. Any charges or obligations that a User incurs in connection with these third parties are the User's sole responsibility. RGX makes no representation or warranty regarding any content, goods and/or services provided by any third party and RGX will not be liable for any claim relating to any third-party content, goods and/or services. RGX does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. The linked sites are not under RGX's control and may collect data or solicit personal information from you. RGX is not responsible for their content, business practices or for their collection, use or disclosure of any information. Each User may access third-party websites or content at their own risk and understands that this Agreement and RGX's Privacy Policy do not apply to such sites or services. Each User expressly releases the RGX Released Parties from any liability arising from use of any third-party website, service, or content and any resulting harm, loss, or damage. If RGX utilizes third-party software or strategic agreements to provide services or content to you as part of our Service, we reserve the right to share certain information about you (including Account Information) for specific purposes, in accordance with our Privacy Policy.

8. Reservation of Intellectual Property Rights.

a. General Reservation of Intellectual Property Rights. RGX (and its licensors, where applicable) own all right, title and interest, including all related Intellectual Property Rights, in and to the Program (and all underlying technology, software, trade secrets, data, know-how, architecture, networks, hardware, and analytics), and RGX Content and any models, methods, algorithms, discoveries, inventions, modifications, customizations, enhancements, extensions, derivatives, materials, ideas and other work product that is conceived of, originated or prepared in connection with the Services. This Agreement shall not be interpreted to grant to User any manner of property right, assignment, or license of Intellectual Property Rights from RGX to User, whether expressly or by implication or by estoppel.

b. Intellectual Property Rights in Data. Among the Parties, (i) RGX owns all right, title and interest, in and to all data, materials, and other information that RGX provides or posts to the Platform (collectively, "RGX Data") and RGX Confidential Information, including Intellectual Property Rights therein; (ii) Customer owns all right, title, and interest, in and to all Disposal Materials, data, materials, and other information that Customer provides or posts to the Platform, including such data belonging to Customer or to third parties (collectively, "Customer Data") and Customer's Confidential Information including Intellectual Property Rights therein; and (iii) Vendor owns all right, title, and interest, in and to all data, materials and other information that Vendor provides or posts to the Platform (collectively, "Vendor Data") and Vendor's Confidential Information including Intellectual Property Rights therein.

c. Copyright Notices; Complaints. Our policy is to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please see our Copyright Policy by clicking [\[here\]](#)[insert copyright policy link]. We reserve the right to terminate without notice any User's access to the Platform if we determine that user is a "repeat infringer." In addition, we do not interfere with standard technical measures used by copyright owners to protect their materials.

9. Confidentiality/Non-Disclosure.

a. RGX Confidential Information. RGX "Confidential Information" means (i) any information to which any User is granted access, learns or receives regarding RGX (including all RGX Content and all RGX Intellectual Property Rights), and (ii) any information, including, but not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, disclosed by RGX or revealed as a result of RGX's Services; provided, however, that Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to RGX or any User, (ii) was known by User prior to its disclosure by RGX or any other User, (iii) is received from a third party without breach of any obligation owed to RGX or any or Vendor, or (iv) was independently developed by User without the use of or reference to RGX Confidential Information.

b. Confidential Information. Each Party may, from time to time, in connection with this Agreement or any SOW, disclose Confidential Information to the other Parties. "Confidential Information" means (i) all information to which a Party (as the "Recipient") is granted access to or receives from the other Party (the "Discloser"), including, but not limited to, (i) trade secrets, inventions, ideas, processes, software, data, programs, works of authorship, know-how, improvements, discoveries, designs, and techniques; (ii) information regarding company structure policies, products, plans, budgets, financial statements, contracts, prices; and (iii) information regarding the Discloser's employees, contractors, suppliers, and customers and other agents that is marked or otherwise identified as confidential at the time of disclosure or that would reasonably be understood to be confidential given the

nature of the information and the context of the disclosure. RGX Data and RGX Intellectual Property Rights are considered RGX Confidential Information. Customer Data and Customer Intellectual Property Rights are considered Customer Confidential Information. Vendor Data and Vendor Intellectual Property Rights are considered Vendor Confidential Information.

c. Exceptions. The foregoing confidentiality obligations shall not apply to information that: (x) is already in Recipient's possession at the time of disclosure; (y) is or becomes part of the public domain through no fault of the Recipient, or (z) is lawfully received by Recipient from a third party having no obligations of confidentiality to the Discloser. Recipient may also disclose Confidential Information to comply with government regulations or lawful court order or judicial or arbitration process, provided that Recipient provides advance written notice thereof to Discloser and cooperates with Discloser's efforts to obtain protective treatment.

d. Use Restrictions. Recipient shall not disclose to third parties or use the Discloser's Confidential Information other than for purposes authorized by this Agreement, the Privacy Policy, or any SOW or as necessary to enter into Transactions and use the Platform. Recipient shall use the same degree of care that it uses to protect its own Confidential Information (but not less than reasonable care). Recipient will limit access to the Discloser's Confidential Information to those employees, agents, and approved subcontractors who have a need to know such information and are under confidentiality obligations substantially similar to the confidentiality obligations in this Section.

e. Remedies. Unauthorized disclosure or use of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by damages. In the event of a breach or threatened breach of this Section 9, significant harm may result to RGX for which there may be no adequate remedy at law, and RGX shall be entitled to seek a preliminary injunction and a temporary restraining order, or such other equitable relief as may be necessary to protect its interests without the necessity of posting a bond or other security and without any requirement to prove damages. Such remedy shall be in addition to, and not a limitation upon any other remedy which may be available under contract, at law or in equity, including damages.

10. LIABILITY & INDEMNIFICATION

a. DISCLAIMERS.

i. PROGRAM PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PROGRAM IS AT THE USER'S OWN RISK AND IS PROVIDED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE OR PRACTICE. ANY CONTENT DOWNLOADED FROM THE PLATFORM IS DOWNLOADED AT YOUR OWN RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

ii. ERRORS, OMISSIONS. RGX MAKES NO REPRESENTATION OR WARRANTY REGARDING AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER ACCESS TO OR USE OF THE PROGRAM; (III) ANY UNAUTHORIZED

ACCESS TO OR USE OF OUR SERVERS; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PROGRAM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE.

iii. NOT RESPONSIBLE FOR PERSONAL DATA OR SENSITIVE DATA. EXCEPT AS EXPLICITLY PROVIDED IN THE PRIVACY POLICY, RGX IS NOT LIABLE FOR THE COLLECTION, USE, PROCESSING, SECURITY, PRIVACY, OR DISCLOSURE OF USER CONTENT DATA BREACHES OR ANY LOSS, MISUSE OR MISAPPROPRIATION OF DATA. ALL USER CONTENT AND DATA IS MADE AVAILABLE TO THE PLATFORM AT THE USER'S SOLE RISK. WE DO NOT COLLECT OR PROCESS PERSONAL DATA EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT OR PRIVACY POLICY. RGX DOES NOT PROVIDE ANY DATA PROTECTION, DATA PRIVACY, OR DATA SECURITY TERMS OR CONDITIONS THAT VENDOR AND CUSTOMER MUST FOLLOW. IF VENDOR OR CUSTOMER REQUIRES ANY DATA PROTECTION, DATA PRIVACY, OR DATA SECURITY, OR SIMILAR TERMS, IT MUST INCLUDE THEM AS SEPARATE ITEMS IN THEIR JOBS OR BIDS, AS APPLICABLE.

b. LIMITATIONS OF RGX'S RESPONSIBILITY. EACH USER, ON BEHALF OF ITSELF AND ITS SHAREHOLDERS, OWNERS, SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, ATTORNEYS, ACCOUNTANTS, PARTNERS, OWNERS, EMPLOYEES, CONTRACTORS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS OR ANY OTHER PERSON USING, BENEFITTING OR BEING SUBJECT TO, THE PLATFORM BY, THROUGH OR UNDER SUCH USER (COLLECTIVELY, THE "RELEASING PARTIES") HEREBY ACKNOWLEDGES THAT RGX IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY IN CONNECTION WITH THE FOLLOWING:

i. TRANSACTIONS. THE PAYMENT, PERFORMANCE, ACTS OR OMISSIONS OF ANY USER RELATED TO ANY TRANSACTION.

ii. PREPARATION OF AGREEMENTS. THE PREPARATION OR USE OF THIS AGREEMENT, THE TERMS, OR ANY SOW. EACH USER ACKNOWLEDGES THAT RGX HAS PREPARED FORMS OF AGREEMENTS AS A COURTESY ONLY TO USERS AND NOT ANY IN ANY REPRESENTATIVE CAPACITY, THAT RGX AND ITS ATTORNEYS OWE NO DUTIES TO ANY USER WITH RESPECT TO ANY AGREEMENTS, TERMS, OR SOWS, AND RGX MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE AS TO THE ADEQUACY, COMPLETENESS, BENEFITS, BURDENS, OR SUITABILITY OF THE AGREEMENTS FOR ANY USER'S PURPOSES.

iii. TRANSACTIONS. THE VALUE, SUITABILITY, APPROPRIATENESS, FAIRNESS, QUALITY, LEVEL, DEMEANOR, ACTS OR OMISSIONS, OR ANY OTHER ASPECT OF OR RELATED TO ANY SOWS, AND THAT (I) THE BID AMOUNTS AND PRICING FOR ANY TRANSACTION IS DETERMINED BY AGREEMENT OF VENDOR AND CUSTOMER AND IS NOT DICTATED OR INFLUENCED BY RGX; (II) THE USER HAS RECEIVED ALL INFORMATION IT REASONABLY REQUESTED WITH RESPECT TO ANY TRANSACTION, AND (III) THE USER HAS INDEPENDENTLY ELECTED TO ENTER INTO AND CARRY OUT ANY TRANSACTION BASED ON ITS OWN EVALUATIONS AND VOLITION.

iv. USE OF THE PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF USER'S ACCESS TO AND USE OF THE PLATFORM, USER'S SUBMISSION AND/OR PUBLICATION OF USER CONTENT, USER'S PARTICIPATION IN ONE OR MORE TRANSACTIONS, INTERACTIONS USER HAS WITH OTHER USERS, WHETHER IN PERSON OR ONLINE, AND ANY FACT OR

CIRCUMSTANCES FOR WHICH RGX HAS DISCLAIMED REPRESENTATIONS OR WARRANTIES REMAINS WITH THE USER AND NO RGX RELEASED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF THE FOREGOING WHETHER BASED ON WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY OR OTHER THEORY.

c. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ALL DAMAGES OR INJURY WHATSOEVER RELATED TO THE PROGRAM UNDER ANY CAUSE OR ACTION OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE). THE MAXIMUM LIABILITY OF RGX OR ANY RGX RELEASED PARTY TO ANY USER SHALL BE TWO TIMES THE AMOUNT OF TRANSACTION FEES PAID FOR THE TRANSACTION AT ISSUE IN THE CLAIM. IN NO EVENT SHALL THE RGX RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS AND WHETHER OR NOT RGX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THESE LIMITATIONS DO NOT APPLY IN THE CASE OF: (A) A BREACH OF A CONFIDENTIALITY OBLIGATION; (B) AN INDEMNIFICATION OBLIGATION UNDER SECTION 10(B) BELOW; OR (C) INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OR FRAUD.

d. INDEMNIFICATION.

i. INDEMNIFICATION. USERS AGREE TO DEFEND, INDEMNIFY, SAVE, AND HOLD THE RGX RELEASED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS OR LOSSES, ARISING OUT OR IN CONNECTION WITH: (A) EXPOSURE OR DISCLOSURE OF ANY PERSONALLY IDENTIFIABLE INFORMATION INPUT INTO OR UPLOADED TO THE PLATFORM THROUGH THE USER'S ACCOUNT; (B) USER'S USER CONTENT IS FOUND TO HAVE INFRINGED ON ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR VIOLATED APPLICABLE LAW; OR (D) USER'S VIOLATION OF APPLICABLE LAW OR BREACH OF CONFIDENTIALITY OF RGX'S OR ANOTHER USER'S CONFIDENTIAL INFORMATION. RGX RESERVES THE RIGHT, AT USER'S EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH USER'S ARE REQUIRED TO INDEMNIFY RGX (PROVIDED THAT RGX MAY NOT SETTLE OR DEFEND A CLAIM UNLESS IT UNCONDITIONALLY RELEASES CUSTOMER OF ALL LIABILITY TO ANY THIRD PARTY), AND USER AGREES TO COOPERATE WITH RGX'S DEFENSE OF THESE CLAIMS THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF YOUR ACCOUNT. THE FOREGOING INDEMNIFICATION OBLIGATIONS SHALL NOT APPLY TO CLAIMS TO THE EXTENT THEY RESULTS FROM RGX'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

e. Insurance.

i. RGX. RGX shall maintain liability insurance at the following levels: Commercial General Liability: \$1,000,000 per occurrence and \$1,000,000 aggregate; Employer's Liability: \$1,000,000 each accident; Liability Auto Coverage: \$500,000 per accident.

ii. Customer. Customer shall obtain and maintain liability insurance adequate to cover the potential risks and liabilities, per occurrence and in the aggregate, that: a) is commensurate with the nature and size of the Customer's operations, b) covers liability for data privacy

breaches, contractual liability, property damage, environmental pollution, and occupational health and safety impacts (e.g. hazardous exposures and releases, bodily injury, and accidents) and other emergencies, c) is sufficient to underwrite indemnification to Customer and RGX, as provided in this Agreement or any SOW; and (d) shall name RGX and Vendor as additional insureds to the extent commercially feasible.

iii. Vendor. Vendor shall obtain and maintain liability insurance adequate to cover the potential risks and liabilities, per occurrence and in the aggregate that: a) is commensurate with the nature and size of the Vendor's operations, b) covers liability for data privacy breaches, contractual liability, property damage, environmental pollution, and occupational health and safety impacts (e.g. hazardous exposures and releases, bodily injury, and accidents) and other emergencies, c) is sufficient to underwrite indemnification to Customer and RGX, as provided in this Agreement or any SOW; and (d) shall name RGX and Customer as additional insureds to the extent commercially feasible. If Vendor is a Certified Vendor, Vendor shall obtain professional advice and bids of at least two insurance actuaries regarding appropriate insurance. The record of this professional advice shall be maintained as part of the e-Stewards records system and the insurance coverage ultimately chosen should fall within the range of the Bids. Certified Vendors shall conduct assessments and obtain insurance that conforms to the Guidance for Provision 11 (promulgated by SERI).

11. Force Majeure. Notwithstanding anything to the contrary herein, no Party shall be deemed to be in default of any provision of this Agreement or be liable to another Party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strike, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, epidemics, pandemics, or business or service interruption due to government action, restrictions, stay-at-home or safer-at-home orders, mandated reduced workforce or similar circumstances in connection therewith, or other acts of any other person not under its control.

12. Choice of Law; Venue; Arbitration

a. Choice of Law. This Agreement shall be governed exclusively by the laws of the State of Delaware, without regard to the choice or conflicts of law provisions of any jurisdiction. The United Nations Convention on Contracts for International Sale of Goods is hereby expressly excluded. Subject to the Parties' agreement to arbitrate in Section 12(b) below, and in cases that cannot be arbitrated, the Parties agree that any disputes, actions, Claims or causes of action relating to or in connection with this Agreement, regardless of the legal theory, whether in contract, tort, strict liability, or otherwise, shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of New Castle County, Delaware and the Parties agree to knowingly and voluntarily waive any trial by jury.

b. ARBITRATION. ANY DISPUTES, ACTIONS, CLAIMS OR CAUSES OF ACTION RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE FINALLY RESOLVED BY BINDING ARBITRATION. THE ARBITRATION TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. YOU AND WE AGREE TO SEEK RESOLUTION OF THE DISPUTE ONLY THROUGH ARBITRATION OF THAT DISPUTE IN ACCORDANCE WITH THE TERMS OF THIS SECTION 12(B), AND NOT LITIGATE ANY DISPUTE IN COURT. IF YOU OR WE FILE AN ACTION IN A COURT OR TRIBUNAL

OTHER THAN ARBITRATION, THE PARTY FILING SUCH ACTION WILL CAUSE IT TO BE DISMISSED IMMEDIATELY. YOU HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN 15 DAYS OF YOUR EXECUTION (OR OTHER ACCEPTANCE) OF THIS AGREEMENT.

i. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NO PARTY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR WITH A PRIVATE ATTORNEY GENERAL CAPACITY.

ii. Location of Arbitration. The arbitration shall take place in the City and County of New Castle County, Delaware.

iii. Rules and Procedures. The arbitrability of Claims and these arbitration terms are governed by the Federal Arbitration Act (FAA). Arbitration must proceed with either the American Arbitration Association or with Judicial Arbitration and Mediation Services, Inc (JAMS), utilizing the AAA Commercial Arbitration Rules. The proceedings shall take place before a single arbitrator selected by the Parties, but if the Parties cannot agree, then the arbitration forum will select a single arbitrator. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement. All proceedings in the arbitration and all materials, evidence and other information disclosed or used in the arbitration shall be held strictly confidential. The fees of the arbitrator shall be borne equally by the parties. Evidentiary rules of the arbitration tribunal shall govern issues or questions relating to evidence in the arbitration proceeding. Discovery shall be limited to a degree and amount that is consistent with the nature of the case and the value of the Claims at issue.

iv. Survival. This arbitration provision shall survive closing of Your Account and termination of this Agreement.

13. Notices / Communications. We may notify you via postings on the Website or Application and via e-mail or any other communications means through contact information you provide to us. All notices given by you or required from you under this Agreement, or the Privacy Policy shall be in writing and addressed to the address in this Section 13.

Recycle Global Exchange, LLC
834 S. Perry Street, Unit F, #337,
Castle Rock, Colorado 80104

We may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Website and Application, as we determine in our sole discretion. We reserve the right to determine the form and means of providing notifications. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. When we change this Agreement in a material manner, we will update the 'last modified' date at the bottom of this page.

14. Updates and Supplements. RGX reserves the right, at our discretion, to modify this Agreement, the Terms, form of SOW, and the Privacy Policy at any time by posting the amended Agreement, Terms, form of SOW, or Privacy Policy to the Website. Except as required by applicable law or regulation, you will be deemed to have accepted such changes by continuing to use the Platform and all amended terms shall automatically apply when they are initially posted. RGX may also revise other policies, codes or rules at any time and the new versions will be available. If You do not agree to the then-current Agreement, the Terms, or our policies, or rules, RGX may terminate Your Account. Your use of the Platform after such change constitutes acceptance of the new Agreement, Terms, and policies.

15. No Waiver. RGX's or a User's failure to require or enforce strict performance of any provision of this Agreement or the Terms by another User or failure to exercise any right under them shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision or right in that or any other instance. RGX's or a User's express waiver of any provision, condition or requirement of this Agreement or the Integrated Agreements shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

16. Nature of Relationship. This Agreement does not create any manner of partnership, franchise, joint venture, agency, fiduciary, or employment relationship between User and RGX.

17. Assignment. A User may not assign its rights or obligations under this Agreement or the Terms without RGX's prior written consent, and any unauthorized assignment or delegation is void. RGX may assign or delegate this Agreement to any person or entity at any time without User's consent.

18. ENTIRE AGREEMENT. THIS AGREEMENT, THE TERMS, AND SOWS REPRESENT THE ENTIRE AGREEMENT AMONG THE PARTIES AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, PROPOSALS, CONTRACTS, REPRESENTATIONS, AND UNDERSTANDINGS, WRITTEN OR ORAL, CONCERNING ITS SUBJECT MATTER, WHETHER ELECTRONIC, ORAL OR WRITTEN, OR WHETHER ESTABLISHED BY CUSTOM, PRACTICE, POLICY OR PRECEDENT. NO STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES, OR UNDERSTANDINGS, EXPRESSS, OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY ANY PARTY, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TERMS OR SOWS. EACH PARTY AGREES THAT IT HAS NOT RELIED UPON, AND WILL NOT RELY UPON ANY STATEMENT, REPRESENTATIONS WARRANTY, PROMISE, OR UNDERSTANDING NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, TERMS OR SOWS; ANY SUCH RELIANCE IS HEREBY EXPRESSLY DISCLAIMED.

19. Severability. If any portion of this Agreement, Terms or SOWs is found illegal or unenforceable, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect.

20. ELECTRONIC SIGNATURE AUTHORIZATION. BY COMPLETING AND SUBMITTING THE ELECTRONIC SIGNATURES TO THIS AGREEMENT EACH USER INTENDS TO AND IS IN-FACT SIGNING THIS AGREEMENT ELECTRONICALLY AND BEING BOUND BY THE TERMS FOR EACH TRANSACTION AND THAT USER'S ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF USER'S MANUAL SIGNATURE, AND CONCLUSIVE EVIDENCE OF USER'S INTENT TO CREATE, BY ELECTRONIC MEANS, A BINDING CONTRACT.

This Agreement was last modified on May __, 2021.

Appendix A

RECYCLE GLOBAL EXCHANGE TRANSACTION TERMS AND CONDITIONS

If the Customer and Vendor agree to utilize these Transaction Terms and Conditions (these "Terms") these Terms will govern the Transaction described in that certain Statement of Work (the "Applicable SOW") between the Customer and Vendor and the Recycle Global Exchange Terms of Service Agreement (the "TOS"). The Applicable SOW is the Confirmation for the specific Transaction between Customer and Vendor found on the Platform. The services described in the Applicable SOW constitute a "Transaction" under the TOS. The Applicable SOW is incorporated into these Terms by this reference (solely with respect to that applicable Transaction).

1. Term. The Transaction term will begin on the date stated in the Applicable SOW and shall end upon acceptance of all Deliverables as provided in Section 2 below or as stated in the Applicable SOW.

2. Deliverables.

a. Completion. Upon completion of the services listed in the SOW, Vendor will submit either a Certificate of Destruction or provide the evidence of completion required by the SOW (the "Certificate"). Customer acknowledges that performance of Services will depend on Customer and third parties, and therefore, each Schedule and Deliverable, may be subject to revision as each Deliverable progresses. Vendor shall not have any liability for any delay in completing tasks to the extent the delay is due to Customer's acts or omissions, lack of cooperation or readiness, or intentional misconduct.

b. Risk of Loss. Ownership and risk of loss of Disposal Materials and Customer Data shall remain with Customer whether or not Vendor takes possession of them. Neither RGX nor Vendor will claim any ownership of or title to any Disposal Materials or Customer Data.

c. Closing. Customer shall have seven (7) days from the date Vendor delivers a Certificate stating that Vendor has delivered an applicable Deliverable (which may be delivered in phases) (the "Confirmation Period"), to promptly notify Vendor and RGX in writing of any identified discrepancies between the Deliverable and requirements of this SOW ("Reject Notice"). A Reject Notice must be reasonable and in good faith and shall specify a list of items that do not comply with the SOW to be corrected. On receipt of Customer's Reject Notice, Vendor shall promptly commence, at no additional cost or charges to Customer using its commercially reasonable efforts, to complete, as quickly as practical, the necessary corrections to the applicable Deliverable. The evaluation process shall thereupon resume, as set forth above, and Customer shall have a new Confirmation Period to evaluate the corrected Deliverable. If Customer does not deliver a Reject Notice within the Confirmation Period, Customer will be deemed to have accepted the Deliverable and the Certificate as conclusive evidence that the Services were satisfactory and met this SOW's requirements, and Customer and Vendor will complete all required closing documents provided on the Platform.

3. Covenants of the Parties

a. Covenants of Customer.

i. Preparation of Disposal Materials. Customer shall prepare the Disposal Materials so that they are organized in a single convenient location (or if due to the size and available space, a single location is not feasible, then a few convenient spaces); neatly stacked onto Pallets ("Palletized"); and wrapped in plastic or other approved materials to prevent spillage or damage.

ii. Condition of Disposal Materials. The condition and nature of the Disposal Materials shall not have materially changed (normal degradation and wear and tear excepted) since from the description of them in the Job.

iii. No Infringement. The Disposal Materials shall not infringe and shall not contain any information that infringes upon any Intellectual Property Rights of third parties, and Customer shall indemnify, defend, and hold harmless Vendor and RGX from and against Claims by any Party or third parties that possession or transfer of the Disposal Materials infringed or infringes upon the third party's Intellectual Property Rights.

iv. Conditions Precedent. The Vendor shall not be obligated to complete the pickup, unless (i) the quantity, nature, condition, and description of the Disposal Materials are materially consistent with the disclosures that Customer made in the Job; and (ii) all representations and warranties made by the Customer in the Job (or incorporated into the Job) are true and correct. If the requirements of subsections (i) and (ii) are not satisfied as of the pickup date, Customer will be deemed to have made a "Material Inaccuracy", and Customer will have 5 business days to revise the Job in writing to correct the description so that the Material Inaccuracy is corrected. Within 5 business days after the Vendor receives the revised Job correcting the Material Inaccuracy, the Vendor shall provide written notice to Customer that: (A) Vendor will proceed with the pickup and payment of the Purchase Price on the original terms set forth in the Acceptance and set a new pickup date; or (B) Vendor has adjusted to the Purchase Price as a result of the Material Inaccuracy, such adjustment to be set forth in the notice, in which case (if Vendor adjusts the Purchase Price), Customer will have 3 business days after the notice to (y) accept the adjustment of the Purchase Price and proceeding toward the pickup and set a new pickup Date with Vendor or (z) terminate this Agreement and the Acceptance will be deemed null and void.

b. Covenants of Vendor. Vendor covenants and agrees that:

i. Vendor's shall treat Customer's premises and personnel respectfully and with the same decorum, care, and dignity that it treats Vendor's own premises and personnel;

ii. Vendor will not leave any rubbish behind on Customer's premises and will clean up the area where the Disposal Materials were stored and where the Field Services are performed.

iii. Vendor will not cause any damage to Customer's premises and will use due care in handling Disposal Materials to avoid spillage or damage to the premises.

iv. Vendor shall cause the recycling of the Disposal Materials to be completed in a professional and workmanlike manner in compliance with all applicable laws, rules, regulations, orders of any court or other governmental authority (collectively, "Laws").

4. Representations and Warranties.

a. Customer's Representations and Warranties. Customer represents and warrants to RGX and Vendor, as of the Effective Date, as follows:

i. Customer owns all right, title, and interest in and to the Disposal Materials.

ii. Customer has all requisite company power, authority, permits, and licenses to enter into and perform its obligations under this SOW.

iii. The Disposal Materials will not infringe a patent, copyright, trade secret, or other intellectual property rights of any third party.

b. Vendor's Representations and Warranties. Vendor represents and warrants to Customer and RGX, as follows:

i. Vendor has the ability, resources, equipment, and skills necessary to perform the services specified in the SOW.

ii. If Vendor is a "RGX Certified Vendor," it will, at a minimum, maintain a current and valid certificate in either E-Stewards or Responsible Recycling (R2) for the life of the SOW, all other certifications (ISRI, RIOS, TL and ISO, etc.) are supplementary certifications that are not sufficient for "RGX Certified Vendor" status on their own.

iii. Vendor's storage, recycle, disposal, and related practices are fully compliant with applicable Laws and Standards, including compliance with NIST 800-88, unless the parties agree in writing that a different standard may be applied.

iv. Vendor shall assure that all materials that would be a characteristic hazardous waste were it not for exemptions (such as circuit boards), remain within the United States for further processing. Except with the approval of Customer in advance, these materials should not leave the United States until they have been processed to the point at which it can be considered a commodity ready for use in a new product.

v. Vendor represents and warrants it will comply at all times with all applicable Laws and all Field Services will be carried out in compliance with applicable Laws. It is the responsibility of Vendor to determine what Laws apply and to fully comply with them.

c. DISCLAIMER OF OTHER WARRANTIES. THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS ARE THE ONLY WARRANTIES MADE HEREUNDER, AND EACH PARTY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, TRADE USAGE, COURSE OF PERFORMANCE OR TRADE PRACTICE.

d. SERVICE PROVIDED "AS IS." EXCEPT AS OTHERWISE SET FORTH UNDER THESE TERMS OR AN APPLICABLE SOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RGX MANAGEMENT SERVICES, FIELD SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT A PARTY OBTAINS FROM ANOTHER PARTY, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THIS SOW.

5. Default. A Party (the "Defaulting Party") will be in default under these Terms or the Applicable SOW (each, an "Event of Default") if the following occurs:

a. Monetary Default. If a Party fails to pay any sums due to another Party under the Applicable SOW on their respective due dates and fails to pay such sums within five (5) business days after receipt of written notice of the nonpayment from the other Party, or if the failure of payment is due to a legitimate, active dispute, within five (5) business days after resolution of the dispute.

b. Non-Monetary Default. If a Party fails to perform any obligation it is required to perform or satisfy any material covenant it is required to satisfy under these Terms or the Applicable SOW, other than a default described in Section 10(a) above, and does not cure or remedy the same within thirty (30) days after receipt of written notice thereof.

c. Remedies for Default. If an Event of Default shall occur and is continuing, the Party not in default (the "Non-Defaulting Party") shall have the right to pursue any or all of the following remedies:

i. the right to immediately terminate the Applicable SOW upon written notice to the other Parties to the Applicable SOW (a "Default Termination"), provided that no Default Termination shall relieve the Defaulting Party of any liability for damages arising from such Event of Default; and

ii. the right to seek actual direct damages incurred by the Non-Defaulting Party and caused by the Event of Default and all other remedies available to the Non-Defaulting Party pursuant to these Terms and the Applicable SOW, or at law or in equity, but in the case of litigation or arbitration (including appeals), the prevailing party shall be awarded its reasonable attorney's fees and court or arbitration costs.

6. MODIFICATIONS TO FORM. CUSTOMER AND VENDOR ACKNOWLEDGE AND AGREE THAT RGX HAS PREPARED THESE TERMS AND FORMS ON THE PLATFORM (INCLUDING SOWS) AS A COURTESY ONLY TO CUSTOMER AND VENDOR AND NOT ANY IN ANY REPRESENTATIVE CAPACITY, OWE NO DUTIES TO EITHER CUSTOMER OR VENDOR WITH RESPECT TO THESE TERMS AND FORMS ON THE PLATFORM (INCLUDING SOWS), AND NO WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE IS MADE AS TO THE ADEQUACY, COMPLETENESS, BENEFITS, BURDENS, OR SUITABILITY OF THESE TERMS AND FORMS ON THE PLATFORM (INCLUDING SOWS) FOR CUSTOMER'S OR VENDOR'S PURPOSES. VENDOR AND CUSTOMER HAVE OBTAINED OR HAVE HAD THE OPPORTUNITY TO OBTAIN ADVICE FROM THEIR RESPECTIVE LEGAL AND TAX ADVISORS WITH RESPECT TO USE THESE TERMS AND FORMS ON THE PLATFORM (INCLUDING SOWS). CUSTOMER AND VENDOR MAY MAKE MODIFICATIONS TO THESE TERMS AND THE FORM OF SOW AS THEY AGREE BETWEEN THEMSELVES, BUT ONLY WITH RGX'S PRIOR WRITTEN CONSENT, NOT TO BE UNREASONABLY WITHHELD.

7. Incorporation. Each provision of the TOS is incorporated into these Terms by reference. If there is conflict or inconsistency between the terms of the TOS and these Terms, these Terms shall control only to the extent of their application to the specific Transaction.

8. Amendments. No amendment to these Terms or any SOW will be effective unless it is in writing and signed by all Parties to the Transaction.

9. Notices. All notices or reports permitted or required under these Terms shall be in accordance with the notice provisions of the TOS.

10. Severability. If any portion of these Terms or any SOW is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of these Terms or SOW, which shall continue to be in full force and effect.

11. Export. Each Party acknowledges that the laws and regulations of the United States may restrict the export and re-export of commodities and technical data of United States origin and agrees that it will not export or re-export the Disposal Materials in any form, without the appropriate United States and foreign governmental licenses.

12. ENTIRE AGREEMENT. THESE TERMS, THE TOS, AND THE APPLICABLE SOW, REPRESENT THE ENTIRE AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, PROPOSALS, CONTRACTS, REPRESENTATIONS, AND UNDERSTANDINGS, WRITTEN OR ORAL, CONCERNING ITS SUBJECT MATTER, WHETHER ELECTRONIC, ORAL OR WRITTEN, OR WHETHER ESTABLISHED BY CUSTOM, PRACTICE, POLICY OR PRECEDENT. NO STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES, OR UNDERSTANDINGS, EXPRESS, OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY ANY PARTY TO THIS AGREEMENT, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. EACH PARTY (INCLUDING USERS AND RGX) AGREES THAT IT HAS NOT RELIED UPON, AND WILL NOT RELY UPON ANY STATEMENT, REPRESENTATIONS WARRANTY, PROMISE, OR UNDERSTANDING NOT SPECIFICALLY SET FORTH HEREIN ANY SUCH RELIANCE BEING HEREBY EXPRESSLY DISCLAIMED.

13. Electronic Signature Authorization. By completing and submitting the Electronic Signatures related to these Terms or the Applicable SOW, each Party intends to, and is in-fact signing and agreeing to these Terms, or such SOW electronically. Each Party agrees that its electronic signature is the legal equivalent of its manual signature, such electronic signature being conclusive evidence of its intent to create, by electronic means, a binding and enforceable contractual relationship with the other Parties.

14. Force Majeure. No Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, shortages of electric power or other utilities, labor conditions, earthquakes, material shortages, pandemics, epidemics, or related public health restrictions that impair business operations or any other cause beyond the reasonable control of such Party.