

Services Agreement

1. Introduction

1.1. This Agreement (the "Agreement") will govern the use of the products, services or any other features, technologies or functionalities (the "Services") provided by Paywithnear ("Paywithnear", "we", "our", or "us") through Paywithnear's website, API or through any other means to you ("Merchant", "you" or "your"). This Agreement will come into effect when you confirm electronically on the Website that you have read, understood, and accepted all of the provisions contained herein.

1.2. This Agreement (always together with the documents referred to in it) tells you who We are, how We will provide the Services to you, how this Agreement may be changed or ended, what to do if there is a problem and/or other important information. If you think that there is a mistake in this Agreement or require any changes, please contact Us at help@paywithnear.com.

1.3. Use of cryptocurrency may be illegal in some jurisdictions. It is your responsibility to know the regulatory requirements concerning transactions with cryptocurrency in your jurisdiction before using the Services.

1.4. For the purposes of this Agreement a "Business Day" is any day which is not a Saturday, Sunday or public holiday in **Estonia** and which the banks are open for business in **Tallinn**.

2. Our Services

2.1. We provide payment acquiring services that enables you to accept cryptocurrency as a payment method in exchange for goods or services you sell to your customers ("Shoppers"), including through POS terminals with the ability to print receipts and through placing payment button to the online stores.

2.2. The Services are only available to businesses that sell products or services and registered charitable organizations that accept donations.

2.3. By using the Services, you authorize Paywithnear to act as your agent and to take any and all actions that we think are necessary or desirable to provide the Services and to comply with applicable laws and regulations. Payment by a Shopper to Paywithnear is considered the same as payment made directly to you and limits the Shopper's outstanding obligations to the extent of the payment.

3. Contracting Entity and Regulatory Compliance

3.1 Contracting Entity

Paywithnear

3.2 Our Regulatory Compliance

Paywithnear granted the licence

4. Representations and Warranties

4.1. You represent and warrant that:

- The individual accepting these terms on behalf of the Merchant is of the age of majority, and has all necessary power, capacity and authority to bind the Merchant hereto;
- You have all necessary right, power, authority and ability to enter into and fulfill your obligations under these Terms and your use of the Services;
- Your business entity is duly organized, validly exists, is in good standing under the laws of the state and country of its formation, and is duly qualified and in good standing in each jurisdiction in which the conduct of its business requires it to so qualify;
- Your use of the Services will not contravene any applicable international, federal, state or local laws or regulations, including tax laws and regulations;
- You ensure that your use of the Services does and at all times will comply with all applicable anti-money laundering/anti-terrorist funding compliance laws and regulations, including, without limitation, all OFAC-administered sanctions programs and any other sanctions programs that may apply to you based on the jurisdiction(s) in which you operate your business and serve your customers;
- Your use of the Services will violate neither these Agreement nor any other applicable terms of use; and
- All information that you have provided to us, and may from time to time provide to us, is and shall continue to be true and complete, and shall be timely updated and corrected to maintain its status as true and complete.

4.2 Prohibited Use and Business

4.3.1 Prohibited Use

In connection with your use of the Services, and your interactions with other users and third parties, you agree you will not engage in the following Prohibited Uses. This list is non-exhaustive and we reserve the right to modify it at any time. It is within our sole discretion to determine whether an activity falls into one of these categories. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us at help@paywithnear.com.

- **Unlawful Activity:** Actions which violate, or would assist in violation of, any law, statute, ordinance, or regulation, including applicable sanctions programs or which would involve proceeds of any unlawful activity; activity which would publish, distribute or disseminate any unlawful material or information.
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to

our computer systems, networks or sites that contain viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to our computer systems, networks or sites or our other customers' Accounts, computer systems or networks connected to us, through any other means; interfere with another individual's or entity's access to or use of the Services; use information of another party to access or use our computer systems, networks or sites, except in the case of specific Merchants which are specifically authorized by a user to access such user's Account and information; transfer your Account access or rights to your Account to a third party, unless by operation of law or with the express written permission of Paywithnear; or harvest or otherwise collect information from our computer systems, networks or sites about others, including without limitation email addresses, without proper consent.

- Abusive Actions Against Others: Actions which defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hateful or violent acts against others.
- Fraud: Actions which operate to defraud us, our users, or any other person; provide any false, inaccurate, or misleading information to us.
- Intellectual property infringement: Transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of any Paywithnear intellectual property, name, or logo, including use of Paywithnear trade or service marks, without express consent from Paywithnear or in a manner that otherwise harms Paywithnear or any Paywithnear brand; any action that implies an untrue endorsement by or affiliation with Paywithnear.

4.3.2 Prohibited Business

In addition to the Prohibited Uses, the following categories of businesses, business practices, and items for sale are prohibited from the Services. Most Prohibited Business categories are imposed by the requirements of our providers or regulators. This list is non-exhaustive and we reserve the right to modify it at any time. It is within our sole discretion to determine whether an activity falls into a Prohibited Business category. If you are uncertain as to whether or not your use of the Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at help@paywithnear.com.

- Drugs and drug paraphernalia (e.g., narcotics, controlled substances, and any equipment designed for making or using drugs);
- Marijuana/cannabis dispensaries and related products and businesses;
- Weapons, munitions, gunpowder and other explosives (including fireworks);
- Toxic, flammable, and radioactive materials;
- Pseudo-pharmaceuticals;

- Substances designed to mimic illegal drugs;
- Sexually explicit content;
- Sexually-related services;
- Pyramid and investment schemes, multi-level marketing schemes, and other unfair, predatory or deceptive practices;
- Items used for speculation or hedging purposes (such as derivatives);
- Credit and collection services;
- Items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents, including counterfeit or unauthorized goods;
- Products and services with varying legal status from state to state;
- Transactions that disclose the personal information of third parties in violation of applicable law; and

4.3.3 Restricted Business

If you engage in any of the following categories of businesses, business practices, and items for sale, you will only be allowed to transact as expressly authorized by us and may be required to agree to additional conditions, make supplemental representations and warranties, complete enhanced onboarding procedures, and operate subject to restrictions. This list is non-exhaustive and we reserve the right to modify it at any time. It is within our sole discretion to determine whether an activity falls into one of these categories. If you are uncertain as to whether or not your use of the Services involves a Restricted Business, or have questions about how these requirements apply to you, please contact us at help@paywithnear.com.

- Charitable organizations;
- Religious/spiritual organizations;
- Foreign and currency exchange services;
- Sale or trade of cryptocurrencies;
- Transactions associated with purchases of annuities or lottery contracts, lay-away systems, banking, offshore banking, transactions to finance, investing, investment related products; and
- Transactions involving gambling or any activity requiring an entry fee and a prize, including but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, if you and your Shoppers are located exclusively in jurisdictions where such activities are permitted by law.

5. Your Account (“Account”)

5.1 Account Opening and Registration. We are required to collect certain information from Merchants to comply with anti-money laundering and anti-terrorist funding laws and regulations. Therefore, as part of establishing a Paywithnear Account, at a minimum you will be asked to submit business-related information such as name, mailing address, physical address, phone number, email address, information relating to

the ultimate beneficial owner(s) or the individual(s) having significant control over the business such as tax identification number and government-issued identification, legal name, fictitious name (i.e. DBA name), company website, bank account details to be used for settlement of transactions made using the Services, the nature of your expected transactions, and your field of industry. You may be asked to submit additional information and/or documents to enable us to verify your identity and assess business risk, such as entity formation documentation, compliance program documentation, and information regarding your Shoppers.

The information you provide at the time of opening the Account must be accurate and complete, and you must inform us within ten (10) business days of any changes to such information. Paywithnear has the right to reject your Account registration, to later close your Account, or to restrict the provision of the Services to you if you do not provide and maintain accurate, complete and satisfactory information.

5.2 Transaction Processing Limits. The use of all Services is subject to a limit on the amount of volume, stated on Paywithnear Website, you may receive, transfer or withdraw in a given period (e.g., daily). Your transaction limits may vary depending on your payment method, the verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary.

5.3 Guarding Your Password. You will choose a password when registering for your Account. You are responsible for maintaining the confidentiality of your password and Account access credentials. You are fully responsible for all activities that occur with the use of your password or Account. Please notify us immediately if you become aware of any unauthorized use of your password or Account or any other breach of your security which may compromise your password or Account. You may not allow third parties or unauthorized users to use your Account. We will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You may notify Paywithnear of a security breach regarding your password or Account by emailing help@paywithnear.com.

6. Service Fees

6.1 Service fee for payment acquiring services (except POS terminal) is 0,5% of the amount of incoming payment.

6.2 Service fee for payment acquiring services through POS terminal is 0,75% of the amount of incoming payment.

6.3. Fees are deducted in cryptocurrency automatically at the time of the transaction.

7. Supported Cryptocurrencies

List of supported cryptocurrencies available at our Website. Paywithnear may add new cryptocurrencies to the Services or decide to remove a particular cryptocurrency as a payment option.

8. Payment Exceptions and refunds

8.1 Underpayments. Underpayments occur when a Shopper sends insufficient funds to fully pay an Invoice. Underpayments cannot fulfill an Invoice in full or part, and the underpayment is not credited to your Account.

8.2 Overpayments. Overpayments occur when a Shopper sends funds in excess of the amount needed to fulfill the Invoice. In such cases, the Invoice passes through the state of being paid in full and is marked as an overpayment.

8.3 Unsupported Payments. Unless explicitly mentioned on our website or in this Agreement, we do not support or process payments for unsupported coins, tokens, or blockchain forks, collectively known as "Unsupported Payments" ("UP"). Shoppers should not pay a Paywithnear Invoice with UP or send UP to a Paywithnear address. If a Shopper transmits UP, the Shopper may lose any perceived value in the UP. Additionally, Paywithnear assumes no responsibility whatsoever with respect to UP and Shoppers will not be able to recover UP from Paywithnear.

8.4 Unclaimed Property. If a payment exception occurs, Paywithnear will try to locate you or the Shopper using the information shown in our records, but if Paywithnear is unable to contact you or the Shopper and/or has no record of you or the Shopper's use of the Services for several years, applicable law may require Paywithnear to report these funds as unclaimed property to the applicable jurisdiction. Paywithnear reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

8.5. Refunds. Refunds are carried out by the Merchant from the Merchant's wallet according to his refund policy.

9. Settlement

9.1. Cryptocurrency Wallets are created in your Account at the time of registration. Services related to Cryptocurrency Wallets provided by Paywithnear in accordance with the Terms of Use Cryptocurrency Wallet.

9.2. Paywithnear will transfer payments from your Shoppers less the Service Fees to your Cryptocurrency Wallets according to the received cryptocurrency.

9.2. You may withdraw funds from your Cryptocurrency Wallets to any other wallets that support corresponding cryptocurrencies in accordance with the Terms of Use Cryptocurrency Wallet. The minimum withdrawal amount is the amount in cryptocurrency equal to 5 US dollars.

10. Taxes

10.1. It is your own responsibility for paying any taxes applicable to you in relation to using our Services.

10.2. We make no representations in relation to tax liabilities, assume no tax liability for any Merchant, assume no responsibility for the tax liability of any Merchant, not for collecting, reporting, withholding or remitting any taxes arising from any Services that you may use.

10.3. In case we are obliged under applicable law or voluntarily decide to report to any competent authorities any information that is related with your tax obligations, you undertake to provide us with the requested documents, data and information.

11. Intellectual property rights

You agree and acknowledge that we own all right, title, and interest in the Services, the associated software, technology tools and content, the Paywithnear service marks and logos, the Paywithnear website, the content displayed on the website, and other materials produced by Paywithnear (collectively, "Paywithnear IP"). You are only permitted to use the Services and Paywithnear IP to offer the Services to your Shoppers, according to these Agreement. We grant you a personal, limited, revocable, non-exclusive and non-transferable license to use Paywithnear IP. You shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare Paywithnear IP or any portion thereof, or use Paywithnear IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. You shall not prepare any derivative work based on Paywithnear IP, nor shall you translate, reverse engineer, decompile or disassemble Paywithnear IP.

12. Records

12.1. Our Obligations. Pursuant to applicable laws and regulations, Paywithnear is required to maintain records of all documentation and information related to your Account for the duration that your Account is active and after your Account is closed.

12.2 Your Obligations. Pursuant to applicable laws and regulations, you are required to maintain all records needed to fulfill orders for goods or services and provide post-sale support to your Shoppers. If the sale of an item requires a government registration of the sale, you are responsible for such registration.

12.3 Information Sharing. You hereby authorize us to share information about you, your services, Account and Account activity with law enforcement, regulators and government agencies. We hereby also authorize you to share information about us and our Services to you with law enforcement, regulators and government agencies.

13. Suspension of services

13.1 Your Right to close Your Account

You may close your Account anytime. You will still be obligated to us for any fees incurred, if applicable, before the closure, and we will remit to you funds not yet paid to you and associated with pre-closure sales. If your Account balance is below our documented minimum transfer amount, you may be responsible for any applicable transaction fees that may be incurred in the funds transfer.

13.2 Our Right to withhold or suspend Services

13.2.1 Paywithnear may withhold or suspend any Services (including your access to the Account) or any part of its functionality, where:

13.2.1.1 it knows or reasonably suspects that the providing one or more Services:

- (a) is fraudulent or involves any criminal activity;
- (b) is money laundering or relates to money laundering activities; or
- (c) is otherwise in breach of applicable law.

13.2.1.2 you fail to provide on request such documentation as Paywithnear (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Paywithnear's satisfaction;

13.2.1.3 Paywithnear reasonably believes that it is necessary or desirable to do so in order to protect the security of the Account, including circumstances where any account details may have been lost or stolen; or

13.2.1.4 It is obliged to do so as a result of any law or regulation or the direction of any competent authority or regulatory body.

13.2.1.5 Paywithnear reasonably suspects that you have provided us with false information or fabricated documents.

13.2.2 In the case of any such withholding or suspension described in this clause 13, Paywithnear shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:

13.2.3 is not in breach of any applicable law or regulation and does not contravene the instruction of any competent authority or regulator; and

13.2.4 would not compromise Paywithnear's reasonable security measures.

13.2.5 Paywithnear shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account.

13.2.6 Where the reasons for Paywithnear's actions under this clause 13 cease to exist, Paywithnear may, at its discretion, either reinstate access to the Account and the Services and/or issue the Customer with new account details.

13.3. Effect of Account Closure

If your Account is closed for any reason, you agree: (a) to continue to be bound by surviving portions of these Agreement, (b) to immediately stop using the Services, (c) that the license provided under these Agreement shall end, (d) to remove from your website, apps and marketing materials and will discontinue using any Paywithnear service marks, logos or other branding, (e) that we will retain certain information and Account data as required under applicable laws and regulations, and (f) that we shall

not be liable to you or any third party for termination of access to the Services, closure of an Account, or retention of information or Account data.

14. Your Use of Third-Party Services

In using the Paywithnear website or the Services, you may separately be offered additional services, products or promotions by third parties. If you decide to use any of these third-party services, you do so at your own risk and are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for third-party services and are not responsible for the performance of third-party services or servicers.

15. Data Protection

We are committed to keeping your personal information safe. We process personal information in accordance with applicable data protection legislation. Please read our privacy policy to understand how we use and protect the information you provide us.

16. Complaints

16.1 Shopper Complaints. If we receive a complaint from a Shopper and it relates to you or the purchased goods/services, we will send it to you for resolution.

16.2 Merchant Complaints. Merchants that wish to register complaints regarding our Services should contact us via: help@paywithnear.com.

17. Indemnification

You agree to indemnify Paywithnear, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to any actual or alleged breach of your representations, warranties, or obligations set forth in these Agreement.

18. No Warranties

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICES WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT

WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. WE DO NOT ENDORSE, WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED OR ADVERTISED BY A THIRD PARTY THROUGH THE SERVICES OR THROUGH OUR WEBSITE, AND WE WILL NOT BE A PARTY TO NOR MONITOR ANY INTERACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

19. Limitation of Liability

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. FOR CUSTOMERS CONTRACTING WITH PAYWITHNEAR , WHILE THIS LIMITATION OF LIABILITY DISCLAIMS LOST PROFITS AND OTHER INDIRECT DAMAGES, PAYWITHNEAR. DOES NOT OTHERWISE EXCLUDE ITS LIABILITY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES , YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES OR THESE AGREEMENT EXCEED THE FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

20. Miscellaneous

20.1 Assignment. You may not transfer or assign these Agreement or any rights granted by these Agreement. You agree and acknowledge that we may assign or transfer these Agreement.

20.2 Severability. Should any provision of the Agreement be determined to be invalid or unenforceable under any law, regulation, or court order, such determination will not affect the validity or enforceability of any other provision of the Agreement.

20.3 Waivers. A party's failure to assert any right or provision in the Agreement shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of such or other term.

20.4. Language. You and we shall agree that the language of these Agreement as well as communication between you (or any authorized person) and us is to be English.

20.5 Entire Agreement. The Agreement, including other of Paywithnear's terms referenced herein, represents the entire understanding between you and us. Headings are included for convenience only and shall not be considered in interpreting the Agreement.

20.6 Notices. Any notice or other communication given to a party in connection with the Agreement shall be in writing in English. Notices may be sent by a recognized overnight air courier and/or by email. The parties agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to each other electronically will be considered to be "in writing". The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. Paywithnear may send notices to you at the email and physical address that you submit in creating your Account. You may update these addresses through your Dashboard. Notices to Paywithnear may be sent to Paywithnear

20.7 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of Estonia and, subject to any overriding legal requirements, the parties irrevocably submit to the exclusive jurisdiction of courts of Estonia.

20.8 Updates to Agreement. We may make changes to these Agreement from time to time, and if we do, we will notify you by revising the date at the top of the Agreement. We will provide email or similar notification if material changes are made to these Agreement. Unless otherwise noted, the amended Agreement will be effective immediately, and your continued use of our Services will confirm your acceptance of the changes. If you do not agree to the amended Agreement, you must stop using our Services.

20.9 Force Majeure. Neither party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, non-performance of our vendors or suppliers, acts of God, pandemics, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

20.10 Confidentiality. A party's "Confidential Information" is defined as any information of the disclosing party, which: (a) if disclosed in a tangible form is marked as "Confidential" or "Proprietary" or if not so marked, should be reasonably understood by the receiving party from the context of disclosure or from the information itself, to be confidential; (b) if disclosed orally or visually is declared to be confidential or, if not so declared, should be reasonably understood by the receiving party from the context of disclosure or from the information itself to be confidential; or (c) is designated as Confidential Information in these Agreement. Confidential Information shall include without limitation, information accessed via the Paywithnear API, technical specifications and processes of each party, and all Merchant data. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than solely as required and necessary to perform its obligations under these Agreement. Such restrictions shall not apply to Confidential Information that: (a) is known by the recipient prior to the date of disclosure by the disclosing party; (b) becomes publicly known through no act or fault of the recipient; (c) is received by recipient from a third party without a restriction on disclosure or use; or (d) is independently developed by recipient without reference to or knowledge of the Confidential Information.

Notwithstanding the foregoing, a party may share Confidential Information with an affiliate in the event that the other party requests services from such affiliate and such affiliate shall be bound by this Section. In the event Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, the party subject to such requirement shall promptly notify the disclosing party upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protective order covering any disclosed Confidential Information. The parties' respective obligations to maintain the confidentiality of information disclosed hereunder shall survive the expiration or termination of these Agreement or until such time as such information becomes public information through no fault of the receiving party.

20.11 Survival. Any right or obligation of the Parties in these Agreement which, by its express terms or nature and context is intended to survive termination of these Agreement, will survive any such termination.