

PAZE SERVICE ADDENDUM

This Paze Service Addendum ("Addendum") is entered into between StubHub, Inc. ("StubHub") and Spreadly, Inc. ("Spreadly") (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Addendum Effective Date") and applies to that certain Agreement for Spreadly services signed concurrently with this Addendum (the "Agreement").

In the event of any conflict between the terms of the Agreement and this Addendum, except for the defined terms herein, the terms of this Addendum will govern. Capitalized terms used but not defined herein will have the meanings set forth in the Agreement.

Background

The PazeSM Service (as used in this Addendum, the "Paze Service") is a third-party ecommerce digital wallet service owned and operated by Early Warning Services, LLC (the "Service Operator"), as further described herein and in the PazeSM Service Distributor Operating Rules and the various other operating rules, technical specifications, guides (including the PazeSM Marketing Guidelines, and PazeSM Style Guide), manuals, policies, and bulletins released by the Service Operator from time to time, as amended or updated (collectively, the "Operating Rules");

Spreadly, Inc. is authorized by the Service Operator to act as a distributor of the Paze Service to its merchant customers.

StubHub intends to use and permit its end-users (each a "StubHub Customer") to use the Paze Service for the purpose of initiating payments with StubHub's platforms to be processed as Transactions by Spreadly under the Agreement, and for such related purposes as may be expressly permitted by the Operating Rules (the "Purpose").

The Parties agree as follows:

1. General. This Addendum governs StubHub's access to and use of the Paze Service only for the Purpose and subject to the terms and conditions set forth herein.

2. Operating Rules.

(a) Compliance. In connection with its participation in, access to, and use of the Paze Service (including, without limitation, in connection with each and access and Transaction), StubHub shall at all times comply with the Operating Rules.

(b) Specific Requirements. Without limiting the generality of Section 2(a), StubHub specifically acknowledges and agrees to comply with those requirements set forth in Operating Rules for StubHub to:

- i. honor StubHub Customer elections with respect to transaction or payment methods to the extent StubHub otherwise accepts such methods;
- ii. provide all disclosures, notices, and options, and obtain all consents, authorizations, permissions, and approvals, required thereunder, in order to provide or otherwise make available information or data to Spreadly and the Service Operator for use in the Paze Service;
- iii. comply with specific requirements related to data use, data security, and confidentiality obligations therein;
- iv. not-discriminate against the Paze Service in connection with its display, use and acceptance of the Paze Service;
- v. provide notifications and ensure registration with respect to StubHub's use of any third-party technical integrators with respect to the Paze Service; and
- vi. maintain accurate books and records with respect to its use of the Paze Service and any related Transactions.

3. Suspension/Termination of the Paze Service.

(a) By StubHub. StubHub may suspend or terminate its participation in and use of the Paze Service at any time upon prior written notice to Spreadly to support@spreadly.com or other notice method as Spreadly may later specify and such suspension or termination shall not be subject to any early termination fees, liquidated damages or other penalties. Upon receipt of such notice, Spreadly will work with the Service Operator to promptly disable and revoke StubHub's access credentials for the Paze Service, which shall be no later than five (5) business days following StubHub's notification of suspension or termination. Until Spreadly has confirmed to StubHub in writing that the revocation has been completed, StubHub will remain liable and responsible for

its obligations under this Addendum and the Operating Rules, including with respect to any PazeSM Transactions (as defined in the Operating Rules) or other activity or use of the Paze Service prior to such event.

(b) By Spreadly or Service Operator. Spreadly and/or Service Operator may suspend or terminate StubHub's participation in and use of the Service at any time, to the extent required by the Service Operator, or as required or expressly permitted under the Operating Rules, such suspension or termination shall not be subject to any early termination fees, liquidated damages or other penalties. Spreadly will seek to provide thirty (30) days prior written notice of termination, provided, that, to the extent such termination or suspension is required under the Operating Rules or required by the Service Operator Spreadly may provide such shorter prior notice thereof, if any, as reasonably practicable, to the extent allowed by such requirement.

4. Disclaimers of Warranties and Damages.

(a) STUBHUB ACKNOWLEDGES AND AGREES THAT THE PAZE SERVICE (AND ALL RELATED INTEGRATIONS, DOCUMENTS, OPERATING RULES, AND ANY OTHER DATA OR INFORMATION) IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SPREEDLY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PAZE SERVICE OR ITS INTEGRATION BY STUBHUB, THE SERVICE DOCUMENTS, AND ANY OTHER DATA OR INFORMATION, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF INFORMATION OR DATA TRANSMITTED THROUGH THE PAZE SERVICE, OR OTHERWISE PROVIDED IN CONNECTION WITH THE PAZE SERVICE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES THAT PERFORMANCE OF THE PAZE SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE SERVICE INTEGRATIONS, THE SERVICE, THE SERVICE DOCUMENTS, OR INFORMATION OR DATA WILL BE CORRECTED, OR THAT THE PAZE SERVICE, STUBHUB'S INTEGRATION OF THE PAZE SERVICE, OR THE PAZE SERVICE DOCUMENTS, WILL BE COMPATIBLE WITH FUTURE PAZE SERVICE SOFTWARE, PRODUCTS, OR SERVICES OR ANY THIRD PARTY SOFTWARE, PRODUCTS, OR SERVICES, OR THAT ANY INFORMATION OR DATA STORED OR TRANSMITTED THROUGH THE PAZE SERVICE WILL NOT BE LOST, CORRUPTED, OR DAMAGED.

(b) STUBHUB AND SPREEDLY ACKNOWLEDGES AND AGREES THAT, EXCEPT WITH RESPECT TO THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE OTHER PARTY, IN NO EVENT SHALL EITHER OF THEM BE LIABLE OR RESPONSIBLE FOR (I) ANY UNAUTHORIZED OR FRAUDULENT USE OF THE PAZE SERVICE, OR ANY RESULTING TRANSACTIONS, OR (II) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (WHETHER IN NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), OR OTHER LEGAL OR EQUITABLE THEORY, OR FOR ANY LOSS OF PROFITS OR REVENUE, IN EACH CASE IN CONNECTION WITH THE SERVICE OR ITS USE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF A PARTY UNDER THIS ADDENDUM SHALL NOT EXCEED THE AGGREGATE OF FEES PAYABLE BY STUBHUB TO SPREEDLY PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

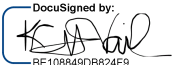
5. Indemnity. StubHub shall defend, indemnify, and hold harmless Spreadly, and its officers, directors, employees, agents, service providers, successors, and permitted assigns, from and against any and all losses, liabilities, damages (including taxes), costs and expenses (including, without limitation, reasonable fees for attorneys), fines, penalties, assessments, judgement or settlement amounts, and other amounts incurred in connection with third-party claims arising from, relating to, or alleging (i) any breach by StubHub of any terms, conditions, representations, warranties, covenants, acknowledgements, agreements, or other provisions of this Addendum; (ii) any matter, issue, act, or omission of StubHub for which Spreadly has been allocated responsibility under Operating Rules, (iii) any relationship between StubHub and its customers or (iv) any infringement, misappropriation, or other violation of the Service Operator's or a third party's intellectual property rights by StubHub. Spreadly shall defend, indemnify, and hold harmless StubHub, and its officers, directors, employees, agents, service providers, successors, and permitted assigns, from and against any and all losses, liabilities, damages (including taxes), costs and expenses (including, without limitation, reasonable fees for attorneys), fines, penalties, assessments, judgement or settlement amounts, and other amounts incurred in connection with third-party claims arising from, relating to, or alleging (i) any breach by Spreadly of any terms, conditions, representations, warranties, covenants, acknowledgements, agreements, or other provisions of this Addendum; (ii) any matter, issue, act, or omission of Spreadly for which StubHub has been allocated responsibility under Operating Rules, (iii) any relationship between Spreadly and its customers or (iv) any infringement, misappropriation, or other violation of the Service Operator's or a third party's intellectual property rights by Spreadly.

[Signatures on Next Page]

CONFIDENTIAL

The Parties have executed this Addendum by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreadly, Inc.

By:  BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 5/14/2025

StubHub, Inc.

By:  69F674DBD90843E...

Name: Elizabeth Lynch

Title: SVP Finance

Date: 5/14/2025

**ORDER FORM #Q-09895****Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Jonathan Landy, Vice President

Customer Legal Name: Stubhub, Inc.

Tax ID: 77-0546018

Billing Address: 150 Greenwich Street, 61st
Floor, New York, NY 10007

Sales Rep: George Waugh

Order Form Issued: May 15, 2025

Offer Valid Until: May 15, 2025

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. (each a “Party” and collectively, the “Parties”) as of the last day it is signed (the “Order Form Effective Date”) and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the signed enterprise services agreement in force between the Parties, or in the absence of an enterprise agreement, the Spreedly Terms of Service effective as of October 1, 2024 (currently located at <https://www.spreedly.com/terms-of-service>)(the “Terms of Service”), provided that the provisions set forth on Exhibit A attached hereto shall supersede and replace the corresponding sections of the such Terms of Service .

In the event of any conflict between the terms of the Agreement and this Order Form, the Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1. **Term.** The Initial Term of this Order Form is 12-months, after which this Order Form will automatically renew for successive 12-month periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party has provided written notice of its intent to not renew not less than 30 days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a “Contract Year”. The services and Initial Term will begin May 15, 2025.

2. **Platform Fees.** For each Contract Year, Customer will pay Spreedly the “Annual Platform Fee” in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly’s Supported Gateway integrations;
- use of existing gateway Supported Payment Methods;
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
	Year 1
Annual Platform Fee:	\$100,000.00
API Usage Fee:	
Cost per API Call - \$0.03	
Professional Support	Included
Committed Annual Fees	\$100,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Spreedly will bill Customer an “API Usage Fee” monthly in arrears at a rate of \$0.03 per API call to the Spreedly Platform.



4. Paze Service Addendum. To the extent Customer uses or permits its end-users to use the Paze digital wallet and payment services through the Platform, Customer agrees to abide by the terms of the Paze Service Addendum attached hereto and incorporated into the Agreement.

5. Renewal Fees. Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1. The Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

6. Support Services. Customer has selected Professional Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> at the support level specified in this Order Form.

Spreedly will provide product and implementation support for Customer to integrate to the Spreedly Platform, including technical assistance with integration and data migration, and issue troubleshooting at no additional charge for up to three months following the Order Form Effective Date. Implementation support is available during Spreedly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays. Customer may request Spreedly perform integration work for an additional charge in a separate Statement of Work.

7. Payments. The Annual Platform Fee for the first Contract Year will be paid on Customer's behalf pursuant to a separate agreement between Spreedly, Inc. and Early Warning Services, LLC (the "Paze Agreement"). Each subsequent annual payment of the Annual Platform Fee will be invoiced to Customer at least 30 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable by Customer within 45 days of Customer's receipt of the corresponding invoice. All payments are subject to the terms prescribed in the Agreement. Spreedly shall indemnify, defend, and hold harmless Customer and Customer's respective employees, directors, agents, Affiliates and representatives against any claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) relating to any claim, action, audit, investigation, inquiry, or other proceeding that arises out of or relates to the Paze Agreement or Early Warning Service's obligation to pay the Annual Platform Fee for the first Contract Year.

Customer may elect to pay all amounts due under this Order Form either by:

(a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank
ABA/Routing #: 211170101
SWIFT Code: WENAUS31
Beneficiary: 0024760830

Spreedly, Inc.
300 Morris Street, Suite 400
Durham, NC 27701
USA

or

(b) check delivered to the address specified in the relevant invoice.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

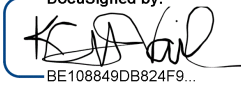
[Signatures on Next Page]



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The Parties have executed this Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreadly, Inc.

By:  DocuSigned by:
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 5/14/2025

StubHub, Inc.

By:  Signed by:
69F674DBD90843E...

Name: Elizabeth Lynch

Title: SVP finance

Date: 5/14/2025



EXHIBIT A

Terms and Conditions

Until such time as the Parties agree to new governing terms in a written enterprise services agreement validly executed by both Parties, the following paragraphs shall supersede and replace their corresponding sections in the Terms of Service effective as of October 1, 2024. All other sections of the Terms of Services will remain unchanged and in full force and effect.

As of the Order Form Effective Date, the Spreedly Terms of Service, as modified in this Exhibit A, will govern Customer's use of the Spreedly Platform services and notwithstanding therein to the contrary, any later updates and changes by Spreedly to those hosted terms of services will not apply to Customer without its prior written consent.

6. Ownership and IP Rights.

6.2. As between you and Spreedly, you are and will remain the sole and exclusive owner of all interests in and to all Account Data (or have valid licenses or rights to use, grant access to and sublicense such Account Data as contemplated under these Terms of Service), including all IP Rights therein, subject to the rights you grant to Spreedly in this section. During the Term, you hereby grant to Spreedly and its subcontractors on a limited, revocable, non-transferrable, non-sublicensable basis a license to use the Account Data as are necessary to: (i) provide you with access to the Platform; (ii) enforce these Terms of Service and exercise Spreedly's rights and perform Spreedly's obligations under these Terms of Service; and (iii) improve the Platform.

6.6. Any use of your name in connection with Spreedly marketing activities will require your prior approval, which may be withheld by you in your sole discretion.

7. Term, Termination and Suspension.

7.1. These Terms of Service are effective the start of your service Term under an Ordering Document and will remain in effect until you or we terminate your Order Form. The initial term of your subscription to access the Platform will be set forth in an Ordering Document (the "Initial Term") and will automatically renew as set forth in the Order Form (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless a party provides written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Term.

7.2. Your access and use of the Platform may be terminated at any time by either party, effective when that party provides written notice to the other party if the other party materially breaches these Terms of Service or Ordering Document and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice regarding such breach. If your access to the Platform is under an Ordering Document, at each party's option, the party's termination of an Ordering Document may automatically terminate these Terms of Service and all other outstanding Ordering Documents.

9. Representations and Warranties.

9.1 Each party represents as of the Effective Date, and warrants during the Term, that:

9.1.1 it has the authority to enter into and perform under these Terms of Service;

9.1.2 it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

9.1.3 the acceptance of these Terms of Service by its representative has been duly authorized by all necessary corporate or organizational action;



9.1.4. these Terms of Service will constitute the legal, valid and binding obligation, enforceable against it in accordance with its terms;

9.1.5. your employees, contractors and agents are acting consistently with these Terms of Service;

9.1.6. you comply with applicable Law with respect to your business, and the performance of your obligations under these Terms of Service;

9.2 You further represent and warrant that:

9.2.1 you will not use the Platform, directly or indirectly, for any fraudulent undertaking or in any manner that interferes with the use of the Platform;

9.2.2 your use of the Platform and your collection and use of all of Account Data (including your processing of Payment Data and/or any card authorization, credit, ticket only, capture or settlement request, decline Transaction, or other related Transaction, completed or submitted under your account) will comply with (i) all applicable Laws, (ii) the terms of service of the payment gateways, merchant service providers and/or API endpoints you connect with the Platform, (iii) the operating rules, bylaws, schedules, supplements and addenda, manuals, instructions, releases, specifications and other requirements, as may be amended from time-to-time, of any of the payment networks including Visa, MasterCard, American Express, Discover Financial Services, and any Affiliates thereof or any other payment network applicable to the Platform; (iv) PCI-DSS and PA-DSS, as applicable; and (v) any regulatory body or agency having jurisdiction over the subject matter thereof;

9.2.3 you have, and comply with, all necessary rights, consents, licenses, and approvals for the operation of your business and to allow you to access and use the Platform in compliance with these Terms of Service and applicable Law;

9.2.4 your employees, contractors and agents are acting consistently with these Terms of Service;

9.2.5 your use of the Platform does not violate or infringe upon any third-party rights, including IP Rights, and you have obtained all necessary rights and permissions to enable your use of the Platform in accordance with these Terms of Service;

9.2.6 you comply with applicable Law with respect to your business, your use of the Platform, and the performance of your obligations under these Terms of Service;

9.2.7 your use of the Platform will always comply with the Documentation; and

9.2.8 all information you provide to Spreedly, including all Account Data, is accurate and complete and you own, or have all rights, permissions and consents necessary to access or process, and to permit Spreedly, its subcontractors and the Platform to access or process, all Account Data and the Transactions related thereto.

10 Indemnification.

10.1 You will indemnify, defend, and hold harmless Spreedly and our processors (and our respective employees, directors, agents, Affiliates and representatives) against any claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) relating to any claim, action, audit, investigation, inquiry, or other proceeding instituted by any third-party that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations



in these Terms of Service or any third-party terms and conditions related to Third-Party Integrations; (b) your wrongful or improper use of the Platform; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or IP Rights; (d) your violation of any Law; (e)(f) any third-party claims made by your customers regarding Spreadly's processing of your customer's Personal Data in accordance with the terms of these Terms of Service; and (g) any other party's access and/or use of the Platform through your account.

10.2 Spreadly will indemnify, defend, and hold harmless you and your processors (and your respective employees, directors, agents, Affiliates and representatives) against any claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) relating to any claim, action, audit, investigation, inquiry, or other proceeding instituted by any third-party that arises out of or relates to: (a) any actual or alleged breach of our representations, warranties, or obligations in these Terms of Service or any third-party terms and conditions related to Third-Party Integrations; (b) our violation of any third-party right, including without limitation any right of privacy, publicity rights or IP Rights; (c) our violation of any Law; (d) any other party's access and/or use of the Platform other than through your account.

11 **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY LOST PROFITS, LOSS OF ANTICIPATED SAVINGS, WASTED EXPENDITURE, LOSS OF BUSINESS OPPORTUNITIES, REPUTATION OR GOODWILL, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ORDERING DOCUMENTS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AND CUMULATIVE LIABILITY OF EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE WILL NOT EXCEED THE TOTAL FEES PAID BY YOU TO SPREADLY DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF YOU OR SPREADLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14 Miscellaneous.

Force Majeure. Neither party will not be liable for any losses, damages, or costs you suffer, or delays in performance or non-performance, to the extent caused by a Force Majeure Event.

Export Compliance. Each party certifies that it will not, directly or indirectly, export, re-export, transfer, or otherwise provide access to the Platform or any data, information, software programs, and/or materials resulting from the Platform (or direct product thereof) to any Sanctioned Person (as defined below) or to a Sanctioned Jurisdiction or otherwise in violation of, or for any purpose prohibited by, Sanctions and Export Control Laws. Each party will not conduct business with any company, individual, organization or country subject to trade sanctions, embargoes, or other restrictions under Sanctions and Export Control Laws, nor any entity involved in an end use prohibited under U.S. law, including but not limited to, chemical or biological weapons proliferation or nuclear or missile technology proliferation. The parties will cooperate with each other to provide all necessary information needed to facilitate full compliance with all applicable laws and regulations.



Compliance with Sanctions and Export Control Laws. Further, each party acknowledges that it is responsible for ensuring that the Platform is used, accessed, and disclosed in compliance with all Sanctions and Export Control Laws. Each party certifies that it and its beneficial owners, principals, employees, and agents are not, and will not be, acting on behalf of: (i) any person or entity located in a Sanctioned Jurisdiction, or uses the Platform in a Sanctioned Jurisdiction, or is a national of a Sanctioned Jurisdiction; (ii) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Persons List or Entity List, or any other sanctions or restricted persons lists maintained by applicable Sanctions and Export Control Laws; or (iii) the target or subject of any Sanctions and Export Control Laws (collectively, "Sanctioned Persons").

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