

REKKI FOR SUPPLIERS

TERMS & CONDITIONS

We last updated our REKKI Supplier Service Terms in April 2024.

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We last updated our REKKI Supplier Service Terms in April 2024.

1. Introduction

- 1.1. These terms and conditions ("**REKKI Supplier Service Terms**") govern the use of the Supplier App and REKKI Services (as defined below) and govern the relationship between:
 - (a) any supplier of Products available through the Supplier App ("**you**", "**your**" or "**Supplier**"), including Pro-suppliers; and
 - (b) REKKI Limited trading as REKKI (company registration number: 07849223) of Unit 3, NW Works, Salusbury Road, London, NW6 6RJ, VAT registration number is 126487204, ("**REKKI**") ("**we**", "**us**", "**our**"), who owns and provides the Supplier App and REKKI Services.
- 1.2. These REKKI Supplier Service Terms also:
 - (a) include our [Privacy Policy](#); and
 - (b) apply to any of the REKKI Services that may be accessible and available to you through the Supplier App (whether or not on a subscription basis), unless separate or additional terms apply, in which case they will be displayed on-screen, accessible via a link or subject to a standalone agreement between you and REKKI ("**Additional Agreement**"). If there is any conflict or inconsistency between these REKKI Supplier Service Terms and an Additional Agreement, the Additional Agreement shall take precedence over these REKKI Supplier Service Terms to the extent of such conflict or inconsistency.
- 1.3. Only the Pro-suppliers are able to receive payments from Buyers on the Marketplace (as defined below) and the clauses in relation to payments in these REKKI Supplier Service Terms shall only be applicable to Pro-suppliers. Each Pro-supplier must also agree to the [Payment Services Agreement](#) in order to register as a Pro-supplier.
- 1.4. **BY CLICKING "I ACCEPT" WHERE INDICATED IN THE REGISTRATION PROCESS, SUPPLIER AGREES TO BE BOUND BY THESE REKKI SERVICE TERMS, INCLUDING THE REKKI PRIVACY POLICY, WHICH SUPPLIER ACKNOWLEDGES CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN REKKI AND SUPPLIER. IF YOU ARE ACTING ON BEHALF OF ANY SUPPLIER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT SUPPLIER AS AN AUTHORISED USER. IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO BIND SUPPLIER AS AN AUTHORISED USER), SUPPLIER IS NOT PERMITTED TO ACCESS OR USE THE SUPPLIER APP, AND YOU MUST NOT PROCEED FURTHER.**
- 1.5. The Supplier represents and warrants to REKKI that: (a) each Authorised User is at least 18 years old; (b) the Supplier has not previously had its access to the Supplier App or related REKKI Services suspended, revoked or restricted or been banned or removed from other e-commerce marketplace platforms; and (c) registration and access and use of the Supplier App and the REKKI Services by the Supplier and its Authorised Users) is in compliance with any and all Applicable Laws. The Supplier shall be responsible for all acts or omissions on the part of each Authorised User.

- 1.6. Each contract for the sale and purchase of Products (including each Supplier Sale Contract, as defined below) is made directly between the Supplier and the relevant Customer and REKKI is not a party to that contract. This means that it is the Supplier (and not REKKI) who is legally responsible for selling the Products to Customers.

2. Definitions and Interpretation

- 2.1. Unless the context otherwise requires, the following words and expressions shall have the meaning set forth below:

Additional REKKI Services: means the services specified as such in the Pro-supplier Order Form;

Applicable Law: means all applicable laws, statutes, regulations and codes relating to and including but not limited to bribery, corruption, slavery and human trafficking, the evasion (and facilitation of evasion) of tax, money laundering and fraud, the sale of Products, goods and REKKI Services and the businesses of the Supplier and REKKI from time to time in force;

Authorised User: means a person who is employed or retained by the Supplier's business entity and expressly authorised by a Supplier to access and use the Supplier App, the REKKI Services and the REKKI Account on the Supplier's behalf;

Buyer: means a Customer who purchases Products from a Pro-supplier to be paid via the REKKI Marketplace under the terms of a Supplier Sale Contract. For the avoidance of doubt, in case of Buyers with addresses in multiple locations, each location shall be treated as a separate Buyer for any Commission and/or Fees;

Completion Date: the date of completion of Implementation Period or the date on which REKKI notifies the Supplier of the Integration Services being accessible, whichever is earlier;

Confidential Information: means all confidential information (however recorded or preserved) disclosed by either party's employees, officers, contractor, subcontractors and advisors to the other party, including but not limited to (a) the terms of these REKKI Supplier Service Terms and (b) the business, assets, affairs, customers, clients, suppliers, of the disclosing party; and (c) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

Customer: means a person (other than the Supplier) who orders and/or purchases Products from any Supplier. The definition of a Customer includes a Buyer. For the avoidance of doubt, in case of Customers with addresses in multiple locations, each location shall be treated as a separate Customer for any Commission and/or Fees;

Customer App: means the REKKI mobile app made available by REKKI to Customers under the REKKI Buyer Licence Agreement;

Data Processing Addendum: means the terms set out in the addendum at the end of these REKKI Supplier Service Terms;

Documentation: any user guides, operating manuals or other documentation made available to the Supplier by REKKI online via Supplier App or a web address notified by REKKI to the Supplier from time to time which sets out a description of the REKKI Services and the user instructions for the REKKI Services;

Existing Buyer: means a Buyer who has purchased Products directly from the Pro-supplier (and paid the Pro-supplier's invoice(s) for such purchases other than via the Payment Services Provider) within eight (8) weeks prior to any purchase being made by that Buyer from that Pro-supplier via the REKKI Marketplace. To qualify as an Existing Buyer, the Pro-supplier must provide REKKI with a copy of an invoice evidencing the foregoing which

must show (to the reasonable satisfaction of REKKI in its sole and absolute discretion) the invoice as having been fully paid within eight (8) weeks prior to the Buyer's first order of Products from a Pro-supplier paid via the REKKI Marketplace;

Fees: means the Commission and the Additional Services Fee (as such terms are defined in clause 5.2.1) and specified in Pro-supplier Order Form;

Implementation Period: the period of up to 30 calendar days during which REKKI will complete setting up the Integration Services (as defined below) and provide access to the Supplier;

Integration Services: means services specified as such in clause 6 below (meant to assist a Supplier in using or integrating with the Supplier App and other REKKI Services), including order processing services;

Intellectual Property Rights: means all intellectual property rights on a world-wide basis whether currently in existence and now known or future or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;

Payment Services: means the payment services supplied to Pro-suppliers by the Payment Services Provider in connection with the receipt of the Price for their Products;

Payment Services Agreement: means the terms and conditions governing the supply of Payment Services;

Payment Services Provider/PSP: means Stripe Payments Europe Limited, in relation to the amounts payable to or by Pro-suppliers in connection with their Supplier Sale Contracts (or such other payment service provider that we may nominate from time to time in our sole and absolute discretion);

Price: means the price of Product(s) sold by a Pro-supplier under a Supplier Sale Contract;

Product(s): means the Supplier's products available to order via the REKKI Marketplace on the Customer App in accordance with these REKKI Supplier Service Terms;

Product Codes: unique identification codes provided by the Supplier to REKKI to identify unique items in the Supplier's product catalogue and/or accounting (or ERP) system;

Pro-supplier: has the meaning given in Clause 4.1;

Pro-supplier Order Form: means the order form specified as such and made available by REKKI to potential Pro-suppliers;

Refund: means a refund to a Buyer in connection with Products sold to that Buyer by a Pro-supplier via the REKKI Marketplace;

REKKI Account: means a unique data account in our systems in respect of each Supplier, which can be securely accessed by that Supplier (and its Authorised User(s));

REKKI Buyer Licence Agreement: means the terms and conditions governing the supply of the Customer App to Customers;

REKKI Content: means any information, images, text, graphics, software, photographs, videos, sound, domain names, media, company name(s), logo, trademarks and any other

brand features which are supplied by REKKI to the Supplier and/or submitted to and/or published on the Supplier App, the Customer App and/or the REKKI Marketplace by REKKI, excluding the Supplier Content;

REKKI Marketplace: means a marketplace service operated by REKKI that enables Customers to search for, communicate, order and purchase Products from Suppliers based in the Territory as well as enabling Suppliers to market their Products on the REKKI Marketplace and for the Pro-suppliers to receive payments from Buyers via REKKI;

REKKI Services: means any or all of the following services provided by REKKI under these REKKI Supplier Service Terms:

- (a) the REKKI Marketplace;
- (b) allowing Customers using the Customer App to connect with existing and new Suppliers and view, select and order their available Products that are supplied and paid for directly between a Supplier and a Customer;
- (c) allowing Suppliers to use the Supplier App to manage their communication with Customers, to manage Product orders and to upload Supplier Content in order to offer Products to Customers on the Customer App;
- (d) REKKI Connect and any Integration Services, as may be detailed in a separate order form; and
- (e) any Additional REKKI Services, as may be detailed below or in any additional agreements;

Subscription Fees: means the recurring monthly fee payable by the Supplier to REKKI for the User Subscription(s), as specified in the Supplier App or agreed in writing between the parties;

Subscription Term: means a rolling term, starting from the date on which the Supplier subscribes for the User Subscription(s) and continuing until the termination of these REKKI Supplier Service Terms;

Stripe Connected Account: has the meaning given in the Payment Services Agreement;

Supplier App: means the REKKI supplier application that is operated by REKKI and made available for use by Suppliers on desktop or mobile devices (as applicable);

Supplier Content: means Product catalogues and applicable associated pricing, images, photographs, videos, domain names, media, Supplier name, logo and any other Supplier brand features which are supplied by the Supplier to REKKI and/or submitted to and/or published on the Supplier App, the Customer App or the REKKI Marketplace (whether by REKKI or the Supplier) pursuant to these REKKI Supplier Service Terms and all other information (including regarding delivery), feedback, statements or comments that Supplier submits, posts, displays or transmits via the REKKI Services and the Supplier App and all material provided by the Supplier, whether during the registration process or thereafter, throughout the continuation of the use of the Supplier App and/or REKKI Services, excluding the REKKI Content;

Supplier Sale Contract: means a contract for the sale of Product(s) by a Pro-supplier to Buyer via the REKKI Marketplace, which incorporates the terms and conditions available [here](#);

Territory: means United Kingdom;

User Subscriptions: means the user subscriptions purchased by the Supplier via the Supplier App, which entitle Authorised Users to access and use REKKI Services via the Supplier App in accordance with this REKKI Supplier Service Terms;

VAT: means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

3. REKKI Services

- 3.1. Supplier acknowledges and agrees that REKKI operates the Supplier App as a tool for the Supplier to connect to the REKKI Marketplace and that REKKI offers REKKI Services to enable Customers and Suppliers to find and transact with each other in the course of their respective businesses (not as consumers).
- 3.2. All orders accepted by you from Customers are deemed to be validly accepted either by you or on your behalf by an Authorised User. REKKI will have no liability for any orders accepted by you, your personnel and other individual users (whether Authorised Users or otherwise).
- 3.3. The Supplier accessing and using the Supplier App shall fully assume the risks of conducting any purchase and sale transactions in connection with or through the Supplier App or otherwise through REKKI and also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the Products that are the subject of the transactions with Customers.
- 3.4. In the event of any quality or delivery or payment issues associated with any Products purchased by a Customer from a Supplier, all queries and disputes should be directed to the Supplier via REKKI. REKKI has no obligation to monitor or resolve any disputes between Customers and Suppliers, but may choose to do so in its own sole and absolute discretion, in which case the Supplier shall work with REKKI to resolve the complaint or issue. REKKI may provide any compensation that REKKI reasonably considers appropriate to the Customer at its own expense (acknowledging that in this respect REKKI is acting as principal on its own account (including as the 'merchant of record' under card scheme rules in case of Pro-suppliers), and not acting as an agent on the Buyer's behalf).
- 3.5. User Subscriptions. Subject to the Supplier purchasing the User Subscription(s) via the Supplier App and in accordance with these REKKI Supplier Service Terms, REKKI hereby grants to the Supplier a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use and permit the Authorised Users to use the REKKI Services during the Subscription Term solely for the Supplier's internal business operations.
- 3.6. Suppliers must subscribe to access and use the Supplier App and will be required to provide information or material about their entity, business and Products as part of the registration process. REKKI may reject a Supplier's application for registration for any reason. During registration, the Supplier will be provided with a REKKI Account and password which allows it to access the Supplier App and be required to set up a Stripe Connected Account with the Payment Services Provider and select a direct debit facility, if applicable, as further described in clause 5.1.1. The Supplier shall safeguard and keep the REKKI Account details and password confidential, secure and safely stored and shall not disclose them to any person other than Authorised Users who need to have access to the Supplier App and who are aware of the Supplier's obligations to keep those details secure. You authorise REKKI to assume that any person using the Supplier App with your username and password, either is you or is authorised to act for you. The Supplier shall be responsible for all use of the Supplier App and all activities that occur under its REKKI Account (whether such use or activities are authorised or not) including without limitation the posting of any Product information, the making of any payments, clicking to accept any Additional Agreements and any chat between a Supplier and Customer within the Supplier App.
- 3.7. The Supplier shall immediately notify REKKI of any actual or suspected security breach or improper or unauthorised use of its REKKI Account details and password, including any use which would breach these REKKI Supplier Service Terms, REKKI's reasonable instructions

given from time to time and/or Applicable Law.

- 3.8. You understand and accept that REKKI shall have administrator access to all parts of the Supplier App and will track, using third party tools, your use of the Supplier App. References to the tracking are included in REKKI's Privacy Policy.
- 3.9. The Suppliers who are not Pro-suppliers can choose to send their invoices to Customers via REKKI and can do so to a dedicated email address provided by REKKI for that Supplier. In this instance, REKKI serves as a communication tool only between you and the Customer. REKKI does not endorse, verify or otherwise certify the Products or services, the pricing of Products or the REKKI Services made available by any Supplier, nor the credit worthiness, capability or reliability of any Customer. Any information provided by Supplier to a Customer or from a Customer to Supplier is provided by the party concerned and REKKI shall not be responsible for its quality, accuracy, timeliness, reliability or authenticity.
- 3.10. Notwithstanding anything in the foregoing, Supplier acknowledges and agrees that REKKI may use, store, retain and otherwise process the details of any and all orders submitted by Customers and received and accepted via REKKI or through the Supplier App.

4. Role as Commercial Agent of Pro-suppliers in the UK

- 4.1. Certain Suppliers are able to receive payments via PSP from Buyers (including Existing Buyers) with whom they are connected via REKKI Marketplace ("**Pro-supplier**"). To apply to register as a Pro-supplier, you must sign a Pro-supplier Order Form. Each Pro-supplier hereby appoints and authorises REKKI to act as its commercial agent to negotiate or conclude on its behalf the sale of Products to Buyers under the terms of a Supplier Sale Contract. In this limited capacity, REKKI is not a party to the Supplier Sale Contract. REKKI charges each Pro-supplier a fee for providing the REKKI Services to them. REKKI does not charge Buyers any fees to cover its services. Each Pro-supplier agrees that REKKI may deduct from the Price paid to it by Buyers under each Supplier Sale Contract the amount of Fees and any Refunds.
- 4.2. Buyers pay to REKKI the Price due and payable under each Supplier Sale Contract. For payment card scheme purposes, REKKI shall act as nominal merchant of record in its capacity as commercial agent on the Supplier's behalf for all payments due in relation to each Supplier Sale Contract (the transaction descriptor on the Buyer's card statement will show "[Pro-supplier Name] VIA REKKI"). Each Pro-supplier acknowledges and agrees that payment of the Price by the Buyer to REKKI in connection with each Supplier Sale Contract satisfies the Buyer's obligation to pay that amount to the Pro-supplier. That means if REKKI does not settle any such payment, the Pro-supplier will only have recourse to REKKI and not the Buyer. In its capacity as merchant of record, REKKI shall be primarily responsible to the relevant payment acquirer(s) for managing Refund requests or other claims initiated by Buyers or financial institutions relating to fraud allegations or service issues associated with Supplier Sale Contracts ("**Chargebacks**"). In the event of a Refund or Chargeback request, the Pro-supplier shall promptly furnish REKKI with a credit note and all other relevant documentation and information requested by REKKI. As between REKKI and the Pro-supplier, consistent with REKKI acting as merchant of record and the limited nature of its commercial agency role, you hereby authorise REKKI to accept or reject a Buyer's request for a Refund or Chargeback, for which you as the Pro-supplier shall be liable.
- 4.3. The Supplier Sale Contract comes into existence when REKKI sends the order (placed by the Buyer on the REKKI Marketplace) to the Pro-supplier (whether via email, integration and/or the Supplier App). When Buyers place orders for Products from you as a Pro-supplier and the order is communicated to you through the Supplier App or otherwise via REKKI, the Buyer purchases from you directly under the terms of each Supplier Sale Contract, not from us, and you and the Buyer are responsible for evaluating and determining the suitability of any transaction. REKKI shall not be in any way responsible or have any liability for: the performance of any Supplier Sale Contract; the quality, safety, lawfulness or availability of any Products or services sold by you; your ability to sell, supply or deliver the Products or

services; or the ability of the Buyer to pay for Products or services. We do not provide any guarantee that any communications made between you and the Customer will be received in a timely manner, or that they will be accurate, or that the communications will be correctly interpreted by every Customer and you agree to provide timely responses to all requests for additional information.

5. Payments to and by Pro-suppliers

5.1. Payments to Pro-suppliers

- 5.1.1. When you apply to register as a Pro-supplier, you will be asked to accept the Payment Services Agreement, which may be modified by the Payment Services Provider from time to time in accordance with its terms. Pro-suppliers are also required to set up a direct debit in their nominated payment account in favour of REKKI for Commission and any Additional Service Fees under Clause 5.2.1 at the point of registration and prior to receipt of any payments under these REKKI Supplier Service Terms. The Pro-supplier shall send all invoices to its Buyers to a dedicated email address provided by REKKI within 24 hours of delivery of the Products. Unless an alternative arrangement is agreed in writing, Buyers pay the amount due and payable under Pro-supplier's invoices via the Payment Services Provider to REKKI as a commercial agent of the Pro-supplier. Such payments are received via the Payment Services Provider. Payment to REKKI discharges the Buyer's obligation to pay the Pro-supplier's invoice. Unless an alternative arrangement is agreed in writing, REKKI shall only direct the Payment Services Provider to pay the amount of the invoice to the Pro-supplier once the funds paid in relation to that invoice have been paid in full by the Buyer. Once the Pro-supplier accepts a Buyer (including an Existing Buyer), the Pro-supplier shall not invoice the Buyer and/or accept orders from the Buyer outside of the REKKI Marketplace, unless otherwise agreed in writing.

5.2. Payments of Fees by Pro-suppliers to REKKI

- 5.2.1. Separately from the arrangements for the payment of Pro-supplier invoices under Clause 5.1.1, REKKI shall invoice the Pro-supplier as further detailed in clause 5.2.2 below for: (i) REKKI's commission relating to the Pro-supplier's use of the REKKI Services ("**Commission**") as further set out in the separate Pro-supplier Order Form signed between REKKI and the Pro-supplier; (ii) any other fees charged for marketing, order processing and other Additional REKKI Services as set out in the Pro-supplier Order Form ("**Additional Services Fees**"); and (iii) any Refunds processed by REKKI (in its sole discretion as merchant of record) in relation to any issues raised by Buyers regarding their purchase of Products and/or credit notes issued by the Pro-supplier (if applicable). VAT will be payable in respect of the Fees.
- 5.2.2. Details of the Fees that have been charged will be provided in an invoice by REKKI to the Pro-supplier on a weekly or monthly basis together with any Refunds that are due and payable as per clause 5.2.3 below. Such amounts will be separately paid to REKKI via direct debit from the Pro-supplier's nominated payment account. REKKI shall have the right to amend the Fees or Subscription Fees at any time and/or to amend any other terms of the Pro-supplier Order Form from time to time by giving reasonable notice in writing. Should the Pro-supplier not agree with any changes to the Fees or Subscription Fees or any of the other terms of the Pro-supplier Order Form, the Pro-supplier shall give REKKI thirty (30) days' notice in writing of their wish to terminate the REKKI Supplier Service Terms and the provisions of clause 5.7 and clause 13.6 shall apply on any such termination.
- 5.2.3. Refunds may be offered and processed by REKKI (in its sole discretion) where a Pro-supplier may have issued a credit note and/or a REKKI Buyer has raised an issue with REKKI in respect of the Products via the Customer App, provided this has occurred within 24 hours of receipt of the Pro-supplier's invoice by the Buyer. A credit note issued by the Pro-supplier shall be deemed to constitute written consent of that Pro-supplier to the corresponding Refund. For the avoidance of doubt, any Commission charged by REKKI shall be non-refundable following issuance of a credit note.
- 5.2.4. If a Pro-supplier receives an invoice from REKKI pursuant to clause 5.2.2 which it

reasonably believes includes a Fee or Refund which is not valid and properly due to REKKI, it must notify REKKI in writing as soon as possible and at the latest within thirty (30) calendar days of the date of the invoice in regards to any sums contested on the invoice, and provide such documentation as may be reasonably requested by REKKI in support of its claim including without limitation any documentation to REKKI's reasonable satisfaction. The Pro-supplier shall be deemed to have accepted the invoice in full if no such notification is received by REKKI within the foregoing thirty (30) day time period.

- 5.3. Without limiting any other remedies and without liability, REKKI reserves the right to restrict and/or suspend at any time the Pro-supplier's access to the Supplier App, the REKKI Services and/or its REKKI Account in accordance with these REKKI Supplier Service Terms or terminate the rights granted to Pro-suppliers under these REKKI Supplier Service Terms and the Pro-supplier Order Form (as the case may be) with immediate effect, without notice, if any sums either in full or in part due to REKKI are not paid within seven (7) days from the date of the invoice in which case the provisions of clause 5.7 (including clause 13.6 shall apply on any such termination. REKKI may, at its discretion, reinstate and/or remove any such suspension or restriction (as applicable) within five (5) working days of its receipt of payment of the relevant overdue amount(s).
- 5.4. Any payments not received from the Pro-supplier by the due date, except with respect to sums then under good faith dispute, may at REKKI's discretion, accrue interest at the rate of 4% per annum above the Bank of England's base rate from time to time, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date the overdue amount is paid, whether before or after judgement. The Pro-supplier shall pay the interest accrued on the overdue amount together with that overdue amount.
- 5.5. REKKI may, at any time, retain or set off any sums owed to it by the Pro-supplier which have fallen due and payable against any sums due to the Pro-supplier under these REKKI Supplier Service Terms or any other Additional Agreements. Any exercise by REKKI of its rights under this clause shall not limit or affect any other rights or remedies available to it under these REKKI Supplier Service Terms or otherwise.
- 5.6. The Pro-supplier shall have the right to request that REKKI allow the Pro-supplier not to accept new Buyers on the REKKI Marketplace on a temporary basis and for a message to be displayed to the effect that the Pro-supplier is temporarily unable to accept new Buyers. After receiving such a request, REKKI may, in its discretion, mark the Pro-supplier and/or its Product(s) as "unavailable" and, accordingly, the Pro-supplier will be unable to receive orders and payments from any new Buyers until such temporary suspension is lifted. Notwithstanding the foregoing, the Pro-supplier shall continue during any such suspension to accept orders (and payments will be processed) from existing and active Buyers (which shall not be affected by any such temporary suspension) and shall continue to pay REKKI all Fees, Subscription Fees, Refunds and such other amounts that may be due and payable in respect of such Buyers and orders and comply with these REKKI Supplier Service Terms, which remain in full force and effect. REKKI further reserves the right, in its sole discretion, to limit the Pro-supplier's access to those Additional REKKI Services as set out in the Pro-supplier Order Form during any such suspension.
- 5.7. In the event REKKI terminates these REKKI Supplier Service Terms for any reason (as expressly permitted by such terms including the termination rights set out in the Data Processing Addendum) or a Pro-supplier chooses to stop using the Supplier App and the REKKI Services pursuant to clause 12.12 or terminates these REKKI Supplier Service Terms pursuant to clause 5.2.2 or clause 16.4, then:
 - (a) the Pro-supplier shall not be relieved of its obligation to pay any Fees, Refunds or such other amounts accrued, due and payable to REKKI prior to the effective date of termination which must be paid within seven (7) days of the effective termination date subject to REKKI's right to set-off any such sums in its sole and absolute discretion;
 - (b) all Pro-supplier Order Forms shall be terminated and the provisions of clause 13.6 shall apply; and

- (c) the Pro-supplier shall, as of the effective date of such termination, immediately cease accessing and otherwise using the REKKI Services and any REKKI confidential information.
- 5.8. You must comply with the provisions of the Payment Services Agreement and any such violation by you will be a material breach of these REKKI Supplier Service Terms. Subject to agreeing to the Payment Services Agreement and to receiving approval from PSP to open a Stripe Connected Account, the following additional terms apply:
 - (a) you agree to provide REKKI and the Payment Services Provider with accurate and complete KYC and other customer due diligence information about your business and the ownership of your business and to update that information whenever necessary to ensure it is accurate at all times;
 - (b) you hereby authorise REKKI to act on your behalf in setting up, creating and managing your Stripe Connected Account and any other activity required for the operation of the Stripe Connected Account and to receive notices from PSP on your behalf;
 - (c) you hereby authorise REKKI to access the Stripe Connected Account Data relating to the Supplier and to share the Stripe Connected Account Data with PSP. PSP and REKKI are each independently responsible for ensuring that Stripe Connected Account Data within their possession or control is protected from unauthorised disclosure; and
 - (d) you acknowledge and agree that if REKKI suspects or becomes aware of any fraudulent, unlawful, deceptive or abusive activity, it is contractually required to inform PSP promptly of this on so suspecting or becoming aware.
- 5.9. It is the Pro-supplier's responsibility to ensure that the details stored in its Stripe Connected Account are correct. The Pro-supplier shall fully indemnify REKKI and hold REKKI harmless against any losses, damages or claims arising out of the Pro-supplier's failure to notify PSP of a change of bank account details including but not limited to any charges incurred by REKKI as a result.
- 5.10. Pro-suppliers acknowledge and agree that a substantial portion of the compensation REKKI receives for providing REKKI Services to you is collected through the Commission payable to REKKI as further set out in the Pro-supplier Order Form and that substantial value is gained through the relationships Pro-suppliers make with other Customers through the Supplier App and the REKKI Marketplace. Pro-suppliers therefore agree, during the term of the Pro-supplier Order Form, to use the REKKI Marketplace only as its exclusive method to request, make, accept, invoice and receive all payments for orders of Products directly or indirectly with Buyers. Without limiting the foregoing, during the term of the Pro-supplier Order Form, Pro-suppliers agree not to solicit Buyers to place orders or pay for Products under Supplier Sale Contracts otherwise than via the REKKI Marketplace in accordance with these REKKI Supplier Service Terms and REKKI Buyer Licence Agreement (as applicable) and shall not offer or solicit or accept (without REKKI's prior written consent) any offer or solicitation from any Buyers identified via the Supplier App or to invoice, pay, or receive payment in any manner other than in accordance with these REKKI Supplier Service Terms. Pro-suppliers agree to notify REKKI immediately if a person suggests making or receiving payments other than in accordance with these REKKI Service Terms in breach of this clause 5.10 or if they receive unsolicited contact outside of the Supplier App.

6. Subscription Services Terms and Integration Services

- 6.1. The Supplier shall pay the Subscription Fees to REKKI for the User Subscriptions in accordance with these REKKI Supplier Service Terms, any terms displayed on the Supplier App or otherwise agreed in writing, the latter one shall prevail.
- 6.2. The Supplier will be provided with a REKKI Account and password which allows it to access the Saas and Integration Services. The Supplier authorises REKKI to assume that any person using the Saas Services with the Supplier's username and password, either is the Supplier or is authorised to act for Supplier's behalf.

- 6.3. The Supplier shall provide to REKKI valid, up-to-date or bank payment information acceptable to REKKI and any other relevant valid, up-to-date and complete contact and billing details and the Supplier hereby authorises REKKI to bill for the Subscription Fees and, unless agreed otherwise in writing, REKKI shall charge the Supplier via direct debit within seven (7) days after the date of such invoice.
- 6.4. If REKKI has not received payment within seven (7) days after the due date, and without prejudice to any other rights and remedies of REKKI, REKKI may, without liability to the Supplier, disable the Supplier's password, account and access to all or part of the REKKI Services and REKKI shall be under no obligation to provide any or all of the REKKI Services while the invoice(s) concerned remain unpaid.
- 6.5. In consideration of Supplier paying Subscription Fees in accordance with these REKKI Supplier Service Terms, REKKI hereby grants to the Supplier a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit Supplier's Authorised Users to use the Services during the Subscription Term solely for the Supplier's internal business operations.
- 6.6. If, at any time, REKKI deems in its discretion that the amount of Supplier Content exceeds a reasonable amount of data storage space (as may be notified to the Supplier by REKKI from time to time), REKKI shall inform the Supplier and may require Supplier to either promptly reduce its storage usage to a limit set by REKKI, or pay excess data storage fees at the rate specified by REKKI at from time to time (in which case such fees will be added as a line item in REKKI invoices).
- 6.7. REKKI shall provide the Integration Services to the Supplier during the Subscription Term on the basis of these REKKI Supplier Terms. REKKI shall carry out the Integration Services with reasonable care and skill and will provide access to the Integration Services in accordance with the technical specifications provided by Supplier to REKKI, subject to clause 6.9 below.
- 6.8. At the end of the Implementation Period or earlier (if access to the Integration Services is available), REKKI will notify the Supplier in writing of the Completion Date from which the Subscription Fees become due and payable.
- 6.9. The Supplier agrees to:
- collaborate with REKKI and offer reasonable assistance during the Implementation Period and thereafter to allow the set up and running of the Integration Services;
 - where the Integration Services are provided, including REKKI Connect, Supplier grants REKKI express consent to process and modify the Supplier Content (as defined in these REKKI Supplier Service Terms) in order to provide the Integration Services;
 - provide REKKI with its product catalogue and/or customer order histories which include Product Codes and account numbers in a format required by REKKI;
 - ensure that Supplier's internet connection is accessible and uninterrupted to allow for the provision of the Integration Services;
 - keep the Product Codes up to date using the tooling provided by REKKI;
 - ensure members of the Supplier team are available during Support working hours for REKKI support team to work with the Supplier's team until resolution of the issue raised by the Supplier. Support will be provided in accordance with REKKI Services Support Policy.

For the avoidance of doubt, responsibility for the above is with the Supplier and REKKI shall not be liable for failure to deliver the Integration Services in case of the Supplier failing to comply with this clause 6.9.

7. Supplier Obligations

- 7.1. Supplier shall:
- provide to REKKI and maintain true, lawful, complete, current and accurate names and descriptions for all Products provided via the Supplier App or otherwise; and

- (b) do all things and provide such other information, materials, assistance and cooperation, as REKKI may reasonably request in order for REKKI to comply with its obligations under these REKKI Supplier Service Terms or improve the Customer experience.

7.2. Supplier acknowledges and agrees that:

- (a) it is solely responsible for ensuring that Supplier Content is true, complete, accurate and kept up-to-date so Customers and potential Customers are able to view accurate and clear information when placing an order;
- (b) all Supplier Content provided may be viewed by and relied upon by Customers or potential Customers;
- (c) it is solely responsible for obtaining all necessary third party licences and permissions regarding any Supplier Content and that it has the right and authority to sell, trade or distribute or offer to sell, trade or distribute the Products and such sale, trade or distribution does not breach any third party Intellectual Property Rights; and
- (d) it will access and use the Supplier App and REKKI Services for business purposes only.

7.3. Suppliers acknowledge and agree that any Supplier Content must not contain any direct references or links to the Supplier's own or any third party websites, apps, platform tools or other methods of ordering. Supplier's may link to our home page only, provided you do so in a way that is fair and legal and does not damage our reputation, but you must not establish a link in such a way to establish any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

7.4. Except to the extent expressly set out in these REKKI Supplier Service Terms, Supplier shall not (and shall procure that its Authorised Users shall not):

- (a) duplicate, copy, republish, exploit, redistribute or re-transmit the Supplier App;
- (b) attempt to or actually reverse engineer, decompile, disassemble, decipher or create derivative works based on the whole or any part of the Supplier App or otherwise attempt to derive the source code for the Supplier App or any related technology;
- (c) store the Supplier App other than for its own use, or use by its personnel, as permitted by these REKKI Supplier Service Terms and as may occur incidentally in the normal course of use of your browser or mobile device;
- (d) store the Supplier App on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Supplier App;
- (e) remove or change any content (including without limit the REKKI Content) of the Supplier App other than Supplier Content or attempt to circumvent security or technical measures used to provide the Supplier App or interfere with the proper working and functioning of the Supplier App or any servers on which it is hosted;
- (f) systematically extract and/or re-utilise parts of the Supplier App and, in particular, you must not use any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the Supplier App;
- (g) intentionally or negligently upload data or content that is false, defamatory or misleading or transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others;
- (h) provide false or misleading information during the registration process in order to access and use the Supplier App or REKKI Services;

- (i) use the Supplier App in a way that might damage the name, reputation or goodwill of REKKI or any of its affiliates;
- (j) fail to deliver Products sold by you, except where the terms agreed between you and your Customers state otherwise;
- (k) distribute viruses or any other technologies that may harm REKKI or the interests or property of Authorised Users of the Supplier App;
- (l) engage in unlawful activities, breach any Applicable Laws, use the Supplier App or any REKKI Services in any manner inconsistent with these REKKI Supplier Service Terms or engage in any activities that would otherwise create any liability for REKKI and its affiliates;
- (m) use or access the Supplier App, platform or its account(s) to build a similar service or application or engage in activities which are identical or similar to the REKKI Marketplace; or
- (n) infringe our Intellectual Property Rights or infringe any Intellectual Property Rights that belong to third parties affected by your use of the Supplier App or any of the REKKI Services or post Supplier Content that does not belong to you.

8. Access to the Supplier App

- 8.1. The Supplier App may only be downloaded, installed, accessed or used on a device owned or controlled by you and running the relevant operating system for which the Supplier App was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to use and, where necessary, download the Supplier App and related features.
- 8.2. Supplier accepts responsibility for all access to, and use of, the Supplier App by any of its Authorised Users, personnel or other individual users on any device, whether or not such device is owned by Supplier.

9. Licence and disclaimer of warranties

- 9.1. REKKI licences to you the Supplier App which may be used for and on behalf of the Supplier for business purposes only and not for personal, household or individual consumer use and only in accordance with these REKKI Supplier Service Terms, applicable terms of any relevant third party service provider for the device on which you access or use the Supplier App and only for lawful purposes (complying with all Applicable Laws) and in a responsible manner.
- 9.2. REKKI does not warrant:
 - (a) that the Supplier App will meet the Supplier's specific requirements or that it will be fit for a particular purpose;
 - (b) that Supplier App will be uninterrupted, timely, secure, or error-free and available for Authorised Users;
 - (c) that any information that may be obtained from the use of the Supplier App will be accurate, complete, valid, current or reliable and does not infringe any third party rights including but not limited to any third party Intellectual Property Rights;
 - (d) that any errors in the Supplier App will be corrected or the availability of the Supplier App (including all functions and features); or
 - (e) any Product or pricing of Products offered or displayed on the Supplier App.

- 9.3. You acknowledge and agree that if you wish to do anything with the Supplier App that is not expressly permitted by these REKKI Supplier Service Terms, you will need a separate licence. Please contact REKKI at legal@rekki.com.
- 9.4. If you become aware of any breach of these REKKI Supplier Service Terms, please report it to support@rekki.com. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a breach of these REKKI Supplier Service Terms.

10. Functionality and REKKI Content

- 10.1. The Supplier's use of the Supplier App and REKKI Services is at its sole risk. The Supplier App, the REKKI Content and related REKKI Services are provided on an "as is" and "as available" basis. REKKI cannot and does not guarantee the continuous, uninterrupted or error-free operability of, or access to, the Supplier App. Whilst we try to make sure that content made available by the Supplier App consisting of information of which we are the source is correct (including as this may relate to the REKKI Content as the case may be), Supplier acknowledges that the Supplier App makes content available which is derived from a number of sources – including from Customers – for which we are not responsible. Accordingly, any material or content downloaded or otherwise obtained through the Supplier App is done at each user's sole discretion and risk. In all cases, information made available by the Supplier App (including without limit the REKKI Content) is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.
- 10.2. Except as expressly set out in these REKKI Supplier Service Terms and to the extent permitted by Applicable Law, REKKI neither makes nor gives any representation or warranty including but not limited to the validity, accuracy, completeness, currency, correctness, reliability, integrity, quality, performance, timeliness, merchantability or fitness for purpose, non-infringement or originality of any content of the Supplier App (including without limit the REKKI Content) or any Product offered or displayed on the Supplier App and hereby expressly disclaims any and all such warranties, and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are also hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the Supplier App.
- 10.3. All REKKI Content, including any images of Products shown, may not represent the actual product sold by the Supplier. All images shown on the REKKI Marketplace or the Supplier App are for illustration purposes only and may vary in appearance.
- 10.4. We cannot and do not guarantee that the REKKI Services, the REKKI Content, the Supplier App or its content will be free from viruses and/or other code that may have contaminating or destructive elements. It is the responsibility of the Supplier to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy its particular requirements as to the safety and reliability of the Supplier App and all of its content.

11. Third party platform providers and application stores

- 11.1. Certain third party platform providers with whose devices and/or operating systems the Supplier App has been designed to be compatible oblige us to include certain additional provisions in these REKKI Supplier Service Terms. These are set out at the end of these REKKI Supplier Service Terms under "Third Party Terms of Use". These provisions come from the relevant third party platform providers, not us.
- 11.2. Third party application stores are operated by the relevant third party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third party application store from which you download the Supplier App. We are not responsible for such stores or (with the exception of the Supplier App) for anything provided by them and do not guarantee that they will be continuously available. No warranty or representation is made with regard to such stores and in no event shall REKKI or its

affiliates be held liable for any REKKI Services or products provided by such stores and third party platform providers.

12. Intellectual Property Rights, Indemnity, Supplier Content and Supplier Catalogue

- 12.1. REKKI licences, but does not sell, to you the Supplier App and the REKKI Content. REKKI remains the owner of the Supplier App and the REKKI Content at all times. Furthermore, all Intellectual Property Rights to and in the Supplier App (including without limit the REKKI Content), save for Supplier Content or any content sent or submitted by Customers, and all other Intellectual Property Rights belonging to or licensed to REKKI, remain vested in and owned by REKKI, its affiliates or its licensors at all times (together the “**REKKI IP**”) and nothing in these REKKI Supplier Service Terms shall give the Supplier any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith.
- 12.2. Except as expressly set out herein, nothing in these REKKI Supplier Service Terms gives you any rights in respect of any Intellectual Property Rights owned by REKKI, its affiliates or its licensors and you acknowledge that you do not acquire any ownership rights by downloading the Supplier App or any content (including without limit the REKKI Content) from the Supplier App other than the right to use the Supplier App in accordance with these REKKI Supplier Service Terms.
- 12.3. The Supplier warrants, represents and undertakes that it has all rights, consents, authority, power and permissions necessary to meet its obligations under these REKKI Supplier Service Terms, to grant the licence referred to in clause 12.8 below and required for REKKI to use any of the Supplier Content (which shall include any Intellectual Property Rights in the Supplier's name and logo).
- 12.4. The Supplier App may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, **Open Source Software**). Please note that, to the extent that the Supplier App contains any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor (**Open Source Licence Terms**) and not under these REKKI Supplier Service Terms, and you accept and agree to be bound by such Open Source Licence Terms. A copy of the source code for any Open Source Software contained in the Supplier App and the relevant Open Source Licence Terms will be made available to you upon written request.
- 12.5. Nothing in these REKKI Supplier Service Terms shall constitute any representation or warranty by REKKI that: (a) the Intellectual Property Rights in REKKI IP are valid; or (b) the exercise by the Supplier of rights granted under these REKKI Supplier Service Terms will not infringe the rights (including any third party Intellectual Property Rights) of any person.
- 12.6. Suppliers may be given the opportunity to submit, upload or otherwise share or add Supplier Content to the Supplier App and REKKI Marketplace. Supplier shall be solely responsible for its communications, Supplier Content as uploaded, added or shared and all other material or information which are or are not made via the Supplier App. Supplier acknowledges that all Supplier Content expresses the views of its respective authors, and not the views of REKKI. Accordingly, REKKI does not endorse, verify or otherwise certify the contents of any comments, communications, material or information (including Supplier Content) submitted, uploaded, added or shared via the Supplier App or otherwise on REKKI Marketplace and takes no responsibility and assumes no liability for any Supplier Content that Supplier or any other Authorised User or third party posts, sends, or otherwise makes available through REKKI, its website and/or the Supplier App, including without limitation Product and pricing information, delivery information and general order information.
- 12.7. Supplier shall ensure that any Supplier Content (including derivative works) that it submits, shares, transmits or uploads:

- (a) is relevant, true, accurate and complete and not confidential or proprietary in nature;
- (b) is up-to-date and accurate at all times where product pricing is concerned;
- (c) is not unlawful, threatening or harassing, defamatory, abusive, libellous, obscene, objectionable, vulgar, indecent, offensive;
- (d) and/or which is used by REKKI and/or its affiliates or any external payment services provider pursuant to these REKKI Supplier Service Terms, does not and will not infringe any third party Intellectual Property Rights or other rights of any third party;
- (e) does not breach any Applicable Laws nor contain any viruses and/or other code that has contaminating or destructive elements; and
- (f) does not impersonate, or misrepresent an affiliation with, any third party, person or entity.

- 12.8. Supplier agrees that, by submitting or sharing any Supplier Content pursuant to these REKKI Supplier Service Terms, it grants to REKKI and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable (through multiple tiers) right and licence to transmit, use, reproduce, modify, adapt, edit, publish, duplicate, translate, create derivative works from, distribute, perform and display such Supplier Content (in whole or part), remove any part of it and/or to incorporate it in other works in any form, media or technology known now or developed in the future in any manner and for any purpose which may be beneficial, whether directly or indirectly, to REKKI, its affiliates, the REKKI Marketplace, the Customer App and the Supplier App including without limitation the REKKI Services we offer through the Supplier App and for the purposes of offering the Products for sale. You waive any moral rights you may have in, or to be identified as the author, of such Supplier Content. REKKI shall use reasonable endeavours to treat Supplier Content as Confidential Information.
- 12.9. It is the Supplier's responsibility to create and maintain its own record of Supplier Content, including in the event of termination of the REKKI Supplier Service Terms.
- 12.10. Any Supplier Content posted by you to or through the Supplier App or transmitted to, or shared with us will be considered non-proprietary, and treated as such by us, and may be used by us in accordance with these REKKI Supplier Service Terms for the purpose of provision of REKKI Services to you. We will not use Supplier Content for marketing purposes to the extent it incorporates any order information submitted by Customers or Suppliers to the Supplier App without your prior consent (not to be unreasonably withheld or delayed).
- 12.11. You acknowledge that following deletion of your REKKI profile for any reason, all Supplier Content shared directly with Customers will remain visible to Customers on the Customer App within the relevant chat but REKKI shall not use Supplier Content in any other way without your express consent.
- 12.12. Whilst REKKI does not pre-screen Supplier Content, it shall reserve the right, in its sole discretion, to reject, remove, modify, edit or delete any Supplier Content (in whole or in part) submitted by any Supplier and/or to close any chat between a Supplier and Customer, at any time without notice or liability to you, including without limitation which it reasonably believes: (a) breaches any Applicable Laws; (b) breaches these REKKI Supplier Service Terms; (c) infringes any third party Intellectual Property Rights; (d) could harm the interests of REKKI or its affiliates or licensors; or (e) is otherwise found inappropriate in REKKI's sole discretion.
- 12.13. If Supplier chooses to stop using the Supplier App and the REKKI Services, Supplier may contact REKKI and request in writing deletion of its Supplier profile. Once the Supplier profile has been deleted, the Supplier Product catalogue will no longer be visible on the REKKI Marketplace, the Supplier App or the Customer App and the provisions of clause 5.7 (in respect of Pro-suppliers only) and clause 13.6 (in respect of both Pro-suppliers and Suppliers) shall apply.
- 12.14. Subject to clause 15 (**Personal Data**), REKKI acknowledges and agrees that any Customer or client list provided by a Supplier to REKKI shall constitute confidential information and REKKI shall use commercially reasonable efforts to preserve its confidentiality.

- 12.15. You acknowledge and agree that feedback you provide (**Supplier Feedback**) shall not include any personal data or confidential or proprietary information that is owned by Supplier or any other third party, or that you are compelled to keep confidential by law or otherwise. To the extent that any Intellectual Property Rights are created, conceived, developed, or made on the basis of the Supplier Feedback it shall be exclusively owned by, and is hereby assigned to, us whether such Intellectual Property Rights created are based upon, make reference to, incorporates, or otherwise makes use of, in whole or in part, the Supplier Feedback.
- 12.16. **SUPPLIER AGREES THAT IF ANYONE BRINGS ANY CLAIM, DEMAND, SUIT, PROCEEDING, ACTION OR ALLEGATION AGAINST REKKI, ITS LICENSORS OR ITS AFFILIATES RELATED TO SUPPLIER CONTENT (INCLUDING CLAIMS BY A THIRD PARTY ALLEGING THAT THE SUPPLIER CONTENT INFRINGES, MISAPPROPRIATES OR BREACHES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS), SUPPLIERS ACCESS TO OR USE OF THE SUPPLIER APP AND THE REKKI MARKETPLACE (AS APPLICABLE), SUPPLIER'S FAILURE TO COMPLY WITH APPLICABLE LAWS OR SUPPLIER'S BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES HEREUNDER, THESE TERMS AND CONDITIONS AND ANY ADDITIONAL AGREEMENTS THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, SUPPLIER WILL INDEMNIFY REKKI, ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND HOLD US AND THEM HARMLESS FROM AND AGAINST ALL DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS AND ALL OTHER RELATED COSTS AND EXPENSES) ARISING OUT OF SUCH CLAIM, DEMAND, SUIT, PROCEEDING, ACTION OR ALLEGATION. REKKI RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY THE SUPPLIER IN WHICH EVENT THE SUPPLIER SHALL COOPERATE WITH REKKI INCLUDING BUT NOT LIMITED TO ASSERTING ANY AVAILABLE DEFENCES.**

13. Termination, Effects of Termination and Suspension

- 13.1. REKKI reserves the right, in its sole discretion at any time and without liability or limiting any other remedies, to:
- (a) immediately limit, remove, restrict or suspend your access to the Supplier App, the REKKI Marketplace and/or your REKKI Account and any rights granted to you or other Authorised Users of your REKKI Account under these REKKI Supplier Service Terms; and/or
 - (b) delay or remove hosted content (including without limitation Supplier Content); and/or
 - (c) remove any special status associated with your REKKI Account(s),

in the event that you or any of your Authorised Users breach these REKKI Supplier Service Terms or if REKKI has reasonable grounds to believe you or any of your Authorised Users are in breach of these REKKI Supplier Service Terms. REKKI's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

- 13.2. Without affecting any other right or remedy available to us, we may terminate these REKKI Supplier Service Terms with immediate effect by giving written notice to you in the event that:
- (a) you are in material or persistent breach of any of the terms or conditions of these REKKI Supplier Service Terms;
 - (b) we have reasonable grounds to believe that you are in material or persistent breach of any of the terms or conditions of these REKKI Supplier Service Terms which you fail to remedy (if remediable) within seven (7) days after the service of written notice requiring you to do so. This includes without limitation any breach by you of any of the restrictions set out in clause 7.4. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches;
 - (c) you suspend, or threaten to suspend, payment of your debts or are unable to pay your

debts as they fall due or admit inability to pay your debts, you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in any relevant jurisdiction;

- (d) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or
 - (e) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under these REKKI Supplier Service Terms has been placed in jeopardy.
- 13.3. Without affecting any other right or remedy available to us, and except where you are in material breach of any of these REKKI Supplier Service Terms and clauses 13.2(a) and 13.2(b) apply, we may, at any time, give written notice of not less than one (1) week that your REKKI Account and/or access to the Supplier App and the REKKI Services is to be terminated.
- 13.4. Suppliers shall give REKKI thirty (30) days' notice in writing of their wish to terminate the REKKI Supplier Service Terms and/ or any applicable REKKI Services and the provisions of clause 13.6 below shall apply on any such termination.
- 13.5. Each party acknowledges the termination rights in the Data Processing Addendum and the related consequences of any such termination as further set out in these REKKI Supplier Service Terms.
- 13.6. On termination of these REKKI Supplier Service Terms for any reason (including without limitation as set out in the Data Processing Addendum):
- (a) all rights granted to you under these REKKI Supplier Service Terms (including the User Subscription, the Subscription Term and access to the REKKI Marketplace) and your right to use the Supplier App and otherwise receive and use the REKKI Services shall immediately cease;
 - (b) you must stop all activities authorised by these REKKI Supplier Service Terms including your use of the Supplier App, the REKKI Content and the REKKI Services; and
 - (c) your REKKI Account will be immediately closed and any accounts determined to be related to such account by REKKI (in its sole discretion and without liability for any losses or damages arising out of or in connection with such termination), your status as Pro-supplier removed (as applicable) and you will no longer have access to any data, messages, files or other material you keep on the Supplier App. We will have no obligation to maintain any data, information or content stored in your REKKI Account or on the Supplier App and may, in our sole discretion, delete all copies of such data, information and content in our systems or otherwise in our possession or control except to the extent permitted or required by Applicable Law;
 - (d) the provisions of clause 5.7 (in respect of Pro-suppliers only) shall apply to any termination by REKKI pursuant to these REKKI Supplier Service Terms; and
 - (e) you must delete or remove the Supplier App and all REKKI Content from all devices in your possession and immediately remove and destroy any REKKI Content which you have and confirm to us that you have done this.

- 13.7. Any provision of these REKKI Supplier Service Terms, which is expressly or by implication intended to continue in force and effect after termination of such terms shall continue in force and effect notwithstanding such termination, including without limitation clauses 2, 5.4, 5.5, 5.7, 7.4, 12, 13.6, 14, 15 and 16.
- 13.8. The termination of these REKKI Supplier Service Terms shall not prejudice or affect any right of action, remedies, obligations or liabilities of the parties which shall have accrued up to the date of termination, including the right to claim damages in respect of any breach of these REKKI Supplier Service Terms which existed at or before the date of termination.

14. Limitation of Liability

- 14.1. REKKI shall not be liable for:
- (a) any loss or damages arising as a result of any improper or unauthorised access or use of a Supplier's REKKI Account and password details; or
 - (b) any loss suffered by a Supplier to the extent that it arises in connection with any communications which are or are not made via the REKKI Services and/or the Supplier App; or
 - (c) any losses or damages that may arise as a result of or in connection with claims from Customers or other third parties from their use of the Products obtained through the REKKI Marketplace and/or the Supplier App.
- 14.2. Nothing in these REKKI Supplier Service Terms shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that, by law, may not be limited or excluded.
- 14.3. Supplier expressly understands and agrees that as regards its use of the Supplier App and the REKKI Marketplace (as applicable), and subject to clauses 14.1 and 14.2, REKKI, its employees, affiliates, consultants, agents, licensors and third party service providers shall not be liable to the Supplier or to any third party for any loss of income, profits or revenues (whether direct or indirect), loss of contracts, loss of goodwill or reputation, loss of business, loss of business opportunity, loss of data or other intangible or similar losses or business interruption or for any special, indirect, incidental, punitive or consequential loss or damage, howsoever caused, whether in contract, tort (including negligence), strict liability, equity, breach of statutory duty or otherwise, and whether or not they were foreseeable or REKKI was advised of the possibility of such damages or losses, including but not limited to, and resulting directly or indirectly from:
- (a) Supplier's use of or inability to use the Supplier App;
 - (b) REKKI terminating, suspending or taking other action with respect to the Supplier's REKKI Account or access to the Supplier App for any reason;
 - (c) unauthorised access to or alteration of Supplier's data or Supplier Content;
 - (d) the statements or conduct of any third party or Authorised User on the REKKI Marketplace or the Supplier App;
 - (e) disruptions, glitches, bugs, errors or inaccuracies of any kind in the Supplier App;
 - (f) viruses or other malicious software obtained by accessing the Supplier App;
 - (g) the content you provide (directly or indirectly) including all Supplier Content using the Supplier App;

(h) the duration or manner in which your Products appear in search results; or

(i) any breaches of third party Intellectual Property Rights.

14.4. Subject to clauses 14.1, 14.2 and 14.3 above, the total aggregate liability of REKKI, its directors, employees, consultants, agents, licensors, affiliates or anyone acting on its behalf under these REKKI Supplier Service Terms in contract, tort (including negligence), strict liability, equity, or for breach of statutory duty or otherwise, shall be strictly limited to losses and damages that were reasonably foreseeable and shall not exceed:

(a) £1,000 (one thousand pounds) in aggregate; or

(b) the total fees paid or payable to REKKI under the REKKI Supplier Service Terms (including any Fees paid or payable under the Pro-supplier Order Form or any other Additional Agreement as the case may be) in the 3 (three) month period immediately preceding the date on which a claim arises,

whichever is the higher. The limitations and exclusions of liability under these REKKI Supplier Service Terms apply to the maximum extent permitted by law and apply whether or not REKKI has been advised of, or should have been aware of, the possibility of such losses or damages arising.

15. Personal Data

15.1. REKKI and each Supplier shall comply with the terms of the Data Processing Addendum in connection with the collection and processing of any personal data (as defined in that addendum) in connection with their activities covered by these REKKI Supplier Service Terms.

16. Miscellaneous

16.1. You may not transfer, subcontract, assign or deal in any other manner with, in whole or in part, any or all of your rights or obligations under these REKKI Supplier Service Terms. Any attempted assignment or transfer in breach of this clause will be null and void. REKKI may at any time transfer, subcontract, delegate, assign, or deal in any other manner with, in whole or in part, any or all of its rights or obligations under these REKKI Supplier Service Terms (including any affiliates of REKKI).

16.2. In the event of a change of control of the Supplier or a change in senior management of the Supplier, the Supplier must promptly bring the existence and terms of these REKKI Supplier Service Terms and any other agreement between REKKI and the Supplier to the new owner or manager's attention and promptly inform REKKI of the relevant new personnel's contact details.

16.3. Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to REKKI at legal@rekki.com or if sent to the Supplier at its registered office address. Notices sent by registered post or recorded delivery shall be deemed to be served three (3) business days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.

16.4. Without prejudice to clause 5.2.2, REKKI reserve the right, in its sole discretion, to change these REKKI Supplier Service Terms from time to time by notifying you of any material changes before they take effect (with the updated terms being displayed on-screen or with a link to the updated terms) when you next start the Supplier App. We will give you at least thirty (30) days prior written notice of such changes. Please make sure you read any such notice carefully. If you do not wish to accept such changes, you may **terminate** the REKKI Supplier Service Terms by notice in writing before such changes take effect (and the notice provisions in clause 5.2.2 shall apply, as applicable, if you are a Pro-supplier), subject to yours and our accrued rights under these REKKI Supplier Service Terms. The provisions of clause 5.7 (in respect of Pro-suppliers only) and clause 13.6 (in respect of both Pro-suppliers and Suppliers) shall apply on any such termination. By continuing to access or use the Supplier App and REKKI Services, you agree that the amended REKKI Supplier Service Terms will apply to you.

These REKKI Supplier Service Terms cannot be varied otherwise without our express written consent. We reserve the right to cease to provide and/or update content to the Supplier App (including without limit the REKKI Content), without prior notice to you, if we need to do so for security or legal reasons.

- 16.5. The Supplier warrants, represents and undertakes to REKKI that: (i) it will comply with all Applicable Laws; (ii) neither itself nor its agents, directors, employees, officers and subcontractors have been convicted of any offence involving any Applicable Laws, regulations, rules and codes making provision about slavery, servitude and forced or compulsory labour and about human trafficking including but not limited to the Modern Slavery Act 2015 ("**Anti-Slavery Laws**"); (iii) neither itself nor its agents, directors, employees, officers and subcontractors have engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 ("**Anti-Bribery Laws**"); (iv) having made reasonable enquiries, so far as it is aware, neither itself nor its agents, directors, employees, officers and subcontractors have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Anti-Slavery Laws or Anti-Bribery Laws; and (v) it will have, maintain and continually enforce its own policies and procedures to ensure compliance with its obligations under this clause 16.5, Anti-Slavery Laws and Anti-Bribery Laws.
- 16.6. Nothing in these REKKI Supplier Service Terms shall be construed to create a partnership, joint venture or employment relationship between any of the parties. Except as expressly provided in these REKKI Supplier Service Terms, nothing in REKKI Supplier Service Terms shall be construed to create an agency relationship between any of the parties.
- 16.7. Neither party shall be liable or responsible for the failure to perform, or any delay in performance of, any obligation hereunder for causes or events beyond its reasonable control including but not limited to acts of God, acts of government, governmental requirements and regulations or restrictions imposed by law, accidents, fires, floods, pandemics, epidemics, civil unrest, wars, riots, acts of terror, rebellions, blockades, strikes or other industrial action, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service or telecommunications provider or telecommunications or internet failures.
- 16.8. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these REKKI Supplier Service Terms does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 16.9. If any term of these REKKI Supplier Service Terms are found to be illegal, invalid or unenforceable under any Applicable Law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these REKKI Supplier Service Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 16.10. Headings are for reference purposes only and do not define or limit the scope or extent of such clause.
- 16.11. These REKKI Supplier Service Terms and any Additional Agreements contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- 16.12. These REKKI Supplier Service Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these REKKI Supplier Service Terms.
- 16.13. These REKKI Supplier Service Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these REKKI Supplier Service Terms or its subject

matter or formation. Nothing shall prevent us from bringing proceedings to protect our Intellectual Property Rights before any competent court.

Data Processing Addendum (UK)

1. DEFINITIONS

Words beginning with a capital letter that are not otherwise defined in the REKKI Supplier Service Terms shall have the following meaning:

Agreed Purposes: personal data may be shared, processed and held by each of REKKI and a Supplier for the purposes of complying with their respective obligations and exercising their respective rights under the REKKI Supplier Service Terms.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party..

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to REKKI Supplier Service Terms, the employees of each party, the Payment Services Provider any third parties engaged to perform obligations in connection with this agreement, such as REKKI subsidiaries: Sci-Buy Netherlands B.V and REKKI Inc.

Shared Personal Data: the personal data to be shared between the parties under clause 1.1 of this addendum. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

Name of the Supplier (and its officer(s)/representative(s));

Email address of the Supplier (and its officer(s)/representative(s));

Phone number of the Supplier (and its officer(s)/representative(s)) and

Business address of the Supplier (and its officer(s)/representative(s)).

2. DATA PROTECTION

2.1 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this

clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

2.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the REKKI Supplier Service Terms with immediate effect.

2.3 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under the REKKI Supplier Service Terms of the nature of such processing. This includes giving notice that, on the termination of REKKI Supplier Service Terms, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the REKKI Supplier Service Terms;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

2.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject rights request;
- (c) provide the other party with reasonable assistance in complying with any data subject rights request;

- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the REKKI Supplier Service Terms unless required by law to store the Shared Personal Data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 2.4 ; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

2.5 Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable legal and professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 14.4.

US terms and conditions

REKKI FOR SUPPLIERS

US TERMS & CONDITIONS

Last updated: April, 2024

1. Introduction

- 1.1. These terms and conditions ("**REKKI Supplier Service Terms**") govern the use of the Supplier App and REKKI Services (as defined below) and govern the relationship between any supplier of Products available through the Supplier App ("**you**", "**your**" or "**Supplier**"), including Pro-suppliers; and REKKI Inc. (incorporated under the laws of Delaware and having its principal place of business at 1114 Avenue of the Americas, 28th Floor, % Luxor Capital Group, New York, NY 10036, USA ("**REKKI**", "**we**", "**us**", "**our**"), who owns and provides the Supplier App and REKKI Services.
- 1.2. These REKKI Supplier Service Terms also:
 - (a) include our [Privacy Policy](#); and
 - (b) apply to any of the REKKI Services that may be accessible and available to you through the Supplier App (whether or not on a subscription basis), unless separate or additional terms apply, in which case they will be displayed on-screen, accessible via a link or subject to a standalone agreement between you and REKKI ("**Additional Agreement**"). If there is any conflict or inconsistency between these REKKI Supplier Service Terms and an Additional Agreement, the Additional Agreement shall take precedence over these REKKI Supplier Service Terms to the extent of such conflict or inconsistency.
- 1.3. **ARBITRATION NOTICE.** Except for certain kinds of disputes described in the section entitled "Dispute resolution and arbitration," you agree that disputes arising under these REKKI Supplier Service Terms will be resolved by binding, individual arbitration, and **BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.
- 1.4. Only the Pro-suppliers are able to receive payments from Buyers on the Marketplace (as defined below) and the clauses in relation to payments in these REKKI Supplier Service Terms shall only be applicable to Pro-suppliers. Each Pro-supplier must also agree to the [Payment Services Agreement](#) in order to register as a Pro-supplier.
- 1.5. **BY CLICKING "I ACCEPT" WHERE INDICATED IN THE REGISTRATION PROCESS, SUPPLIER AGREES TO BE BOUND BY THESE REKKI SERVICE TERMS, INCLUDING THE REKKI PRIVACY POLICY, WHICH SUPPLIER ACKNOWLEDGES CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN REKKI AND SUPPLIER. IF YOU ARE ACTING ON BEHALF OF ANY SUPPLIER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT SUPPLIER AS AN AUTHORIZED USER. IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO BIND SUPPLIER**

AS AN AUTHORIZED USER), SUPPLIER IS NOT PERMITTED TO ACCESS OR USE THE SUPPLIER APP, AND YOU MUST NOT PROCEED FURTHER.

- 1.6. The Supplier represents and warrants to REKKI that: (a) each Authorized User is at least 18 years old; (b) the Supplier has not previously had its access to the Supplier App or related REKKI Services suspended, revoked or restricted or been banned or removed from other e-commerce marketplace platforms; and (c) registration and access and use of the Supplier App and the REKKI Services by the Supplier and its Authorized Users) is in compliance with any and all Applicable Laws. The Supplier shall be responsible for all acts or omissions on the part of each Authorized User.
- 1.7. Each contract for the sale and purchase of Products (including each Supplier Sale Contract, as defined below) is made directly between the Supplier and the relevant Customer and REKKI is not a party to that contract. This means that it is the Supplier (and not REKKI) who is legally responsible for selling the Products to Customers.

2. Definitions and Interpretation

- 2.1. Unless the context otherwise requires, the following words and expressions shall have the meaning set forth below:

Additional REKKI Services: means the services specified as such in the Pro-supplier Order Form;

Applicable Law: means all laws, statutes, regulations and codes applicable to Supplier and/or REKKI;

Authorized User: means a person who is employed or retained by the Supplier's business entity and expressly authorized by a Supplier to access and use the Supplier App, the REKKI Services and the REKKI Account on the Supplier's behalf;

Buyer: means a Customer who purchases Products from a Pro-supplier to be paid via the REKKI Marketplace under the terms of a Supplier Sale Contract;

Completion Date: the date of completion of Implementation Period or the date on which REKKI notifies the Supplier of the Integration Services being accessible, whichever is earlier;

Confidential Information: means all confidential information (however recorded or preserved) disclosed by either party's employees, officers, contractor, subcontractors and advisors to the other party, including but not limited to (a) the terms of these REKKI Supplier Service Terms and (b) the business, assets, affairs, customers, clients, suppliers, of the disclosing party; and (c) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

Customer: means a person (other than the Supplier) who orders and/or purchases Products from any Supplier. The definition of a Customer includes a Buyer. For the avoidance of doubt, in case of Customers with addresses in multiple locations, each location shall be treated as a separate Customer for any Commission and/or Fees;

Customer App: means the REKKI mobile app made available by REKKI to Customers under the REKKI Buyer License Agreement;

Documentation: any user guides or other documentation made available to the Supplier by REKKI online via Supplier App or a web address notified by REKKI to the Supplier from time to time which sets out a description of the REKKI Services and the user instructions for the REKKI Services;

Existing Buyer: means a Buyer who has purchased Products directly from the Pro-supplier (and paid the Pro-supplier's invoice(s) for such purchases other than via the Payment Services Provider) within eight (8) weeks prior to any purchase being made by that Buyer from that Pro-supplier via the REKKI Marketplace. To qualify as an Existing Buyer, the Pro-supplier must provide REKKI with a copy of an invoice evidencing the foregoing which

must show (to the reasonable satisfaction of REKKI in its sole and absolute discretion) the invoice as having been fully paid within eight (8) weeks prior to the Buyer's first order of Products from a Pro-supplier paid via the REKKI Marketplace;

Fees: means the Commission and the Additional Services Fee (as such terms are defined in clause 5.2.1) and specified in Pro-supplier Order Form;

Implementation Period: the period of up to 30 calendar days during which REKKI will complete setting up the Integration Services (as defined below) and provide access to the Supplier;

Integration Services: means services specified as such in clause 6 below (meant to assist a Supplier in using or integrating with the Supplier App and other REKKI Services) including order processing services;

Intellectual Property Rights: means all intellectual property rights on a worldwide basis whether currently in existence and now known or future or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;

Payment Services: means the payment services supplied to Pro-suppliers by the Payment Services Provider in connection with the receipt of the Price for their Products;

Payment Services Agreement: means the terms and conditions governing the supply of Payment Services;

Payment Services Provider/PSP: means the third-party payment service provider we may partner with from time to time in our sole and absolute discretion to allow payments to and from Pro-suppliers in connection with their Supplier Sale Contracts;

Price: means the price of Product(s) sold by a Pro-supplier under a Supplier Sale Contract;

Product(s): means the Supplier's products available to order via the REKKI Marketplace on the Customer App in accordance with these REKKI Supplier Service Terms;

Product Codes: unique identification codes provided by the Supplier to REKKI to identify unique items in the Supplier's product catalogue and/or accounting (or ERP) system;

Pro-supplier: has the meaning given in Clause 4.1;

Pro-supplier Order Form: means the order form specified as such and made available by REKKI to potential Pro-suppliers;

Refund: means a refund to a Buyer in connection with Products sold to that Buyer by a Pro-supplier via the REKKI Marketplace;

REKKI Account: means a unique data account in our systems in respect of each Supplier, which can be securely accessed by that Supplier (and its Authorized User(s));

REKKI Buyer License Agreement: means the terms and conditions governing the supply of the Customer App to Customers;

REKKI Content: means any information, images, text, graphics, software, photographs, videos, sound, domain names, media, company name(s), logo, trademarks and any other brand features which are supplied by REKKI to the Supplier and/or submitted to and/ or published on the Supplier App, the Customer App and/or the REKKI Marketplace by REKKI, excluding the Supplier Content;

REKKI Marketplace: means a marketplace service operated by REKKI that enables Customers to search for, communicate, order and purchase Products from Suppliers as well as enabling Suppliers to market their Products on the REKKI Marketplace and for the Pro-suppliers to receive payments from Buyers via REKKI;

REKKI Services: means any or all of the following services either provided on subscription basis or not by REKKI under these REKKI Supplier Service Terms:

- (a) the REKKI Marketplace;
- (b) allowing Customers using the Customer App to connect with existing and new Suppliers and view, select and order their available Products that are supplied and paid for directly between a Supplier and a Customer;
- (c) allowing Suppliers to use the Supplier App to manage their communication with Customers, to manage Product orders and to upload Supplier Content in order to offer Products to Customers on the Customer App;
- (d) any Additional REKKI Services and any other services, as may be detailed in the Pro-supplier Order Form; and
- (e) any Integration Services, as may be detailed below or in any additional agreements between REKKI and Supplier;

Subscription Fees: means the recurring monthly fee payable by the Supplier to REKKI for the User Subscription(s), as specified in the Supplier App;

Subscription Term: means a rolling term, starting from the date on which the Supplier subscribes for the User Subscription(s) and continuing until the termination of these REKKI Supplier Service Terms;

Stripe Connected Account: has the meaning given in the Payment Services Agreement;

Supplier App: means the REKKI supplier application that is operated by REKKI and made available for use by Suppliers on desktop or mobile devices (as applicable);

Supplier Content: means Product catalogues and applicable associated pricing, images, photographs, videos, domain names, media, Supplier name, logo and any other Supplier brand features which are supplied by the Supplier to REKKI and/or submitted to and/or published on the Supplier App, the Customer App or the REKKI Marketplace (whether by REKKI or the Supplier) pursuant to these REKKI Supplier Service Terms and all other information (including regarding delivery), feedback, statements or comments that Supplier submits, posts, displays or transmits via the REKKI Services and the Supplier App and all material provided by the Supplier, whether during the registration process or thereafter, throughout the continuation of the use of the Supplier App and/or REKKI Services, excluding the REKKI Content; and

Supplier Sale Contract: means a contract for the sale of Product(s) by a Pro-supplier to Buyer via the REKKI Marketplace, which incorporates the terms and conditions available [here](#).

User Subscriptions: means the user subscriptions purchased by the Supplier via the Supplier App, which entitle Authorised Users to access and use REKKI Services via the Supplier App in accordance with this REKKI Supplier Service Terms.

3. REKKI Services

- 3.1. Supplier acknowledges and agrees that REKKI operates the Supplier App as a tool for the Supplier to connect to the REKKI Marketplace and that REKKI offers REKKI Services to enable Customers and Suppliers to find and transact with each other in the course of their

respective businesses (not as consumers).

- 3.2. All orders accepted by you from Customers are deemed to be validly accepted either by you or on your behalf by an Authorized User. REKKI will have no liability for any orders accepted by you, your personnel and other individual users (whether Authorized Users or otherwise).
- 3.3. The Supplier accessing and using the Supplier App shall fully assume the risks of conducting any purchase and sale transactions in connection with or through the Supplier App or otherwise through REKKI and also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the Products that are the subject of the transactions with Customers.
- 3.4. In the event of any quality or delivery or payment issues associated with any Products purchased by a Customer from a Supplier, all queries and disputes should be directed to the Supplier via REKKI. REKKI has no obligation to monitor or resolve any disputes between Customers and Suppliers, but may choose to do so in its own sole and absolute discretion, in which case the Supplier shall work with REKKI to resolve the complaint or issue and REKKI shall provide any compensation that REKKI reasonably considers appropriate to the Customer.
- 3.5. User Subscriptions. Subject to the Supplier purchasing the User Subscription(s) via the Supplier App and in accordance with these REKKI Supplier Service Terms, REKKI hereby grants to the Supplier a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use and permit the Authorised Users to use the REKKI Services during the Subscription Term solely for the Supplier's internal business operations.
- 3.6. Suppliers must subscribe to access and use the Supplier App and will be required to provide information or material about their entity, business and Products as part of the registration process. REKKI may reject a Supplier's application for registration for any reason. During registration, the Supplier will be provided with a REKKI Account and password which allows it to access the Supplier App and be required to set up a Stripe Connected Account with the Payment Services Provider and select a direct debit facility, if applicable, as further described in clause 5.1.1. The Supplier shall safeguard and keep the REKKI Account details and password confidential, secure and safely stored and shall not disclose them to any person other than Authorized Users who need to have access to the Supplier App and who are aware of the Supplier's obligations to keep those details secure. You authorize REKKI to assume that any person using the Supplier App with your username and password, either is you or is authorized to act for you. The Supplier shall be responsible for all use of the Supplier App and all activities that occur under its REKKI Account (whether such use or activities are authorized or not) including without limitation the posting of any Product information, the making of any payments, clicking to accept any Additional Agreements and any chat between a Supplier and Customer within the Supplier App.
- 3.7. The Supplier shall immediately notify REKKI of any actual or suspected security breach or improper or unauthorized use of its REKKI Account details and password, including any use which would breach these REKKI Supplier Service Terms, REKKI's reasonable instructions given from time to time and/or Applicable Law.
- 3.8. You understand and accept that REKKI shall have administrator access to all parts of the Supplier App and will track, using third party tools, your use of the Supplier App. References to the tracking are included in REKKI's Privacy Policy.
- 3.9. Suppliers who are not Pro-suppliers can choose to send their invoices to Customers via REKKI and can do so to a dedicated email address provided by REKKI for that Supplier. In this instance, REKKI serves as a communication tool only between you and the Customer. REKKI does not endorse, verify or otherwise certify the Products or services, the pricing of Products or the REKKI Services made available by any Supplier, nor the credit worthiness, capability or reliability of any Customer. Any information provided by Supplier to a Customer or from a Customer to Supplier is provided by the party concerned and REKKI shall not be responsible for its quality, accuracy, timeliness, reliability or authenticity.
- 3.10. Notwithstanding anything in the foregoing, Supplier acknowledges and agrees that REKKI

may use, store, retain and otherwise process the details of any and all orders submitted by Customers and received and accepted via REKKI or through the Supplier App.

4. Pro-supplier payment logistics and REKKI's role

- 4.1. Certain Suppliers are able to receive payments via PSP from Buyers (including Existing Buyers) with whom they are connected via REKKI Marketplace ("**Pro-supplier**"). To apply to register as a Pro-supplier, you must sign a Pro-supplier Order Form. Each Pro-supplier hereby appoints and authorizes REKKI to act as its agent for the limited purpose of receiving, holding and settling payments for the sale of Products to Buyers under each Supplier Sale Contract. In this limited capacity, REKKI is not a party to the Supplier Sale Contract. REKKI charges each Pro-supplier a fee for providing the REKKI Services to them. REKKI does not charge Buyers any fees to cover its services. Each Pro-supplier agrees that REKKI may deduct from the Price paid to it by Buyers under each Supplier Sale Contract the amount of Fees and any Refunds.
- 4.2. Buyers pay to REKKI the Price due and payable under each Supplier Sale Contract. Each Pro-supplier acknowledges and agrees that payment of the Price by the Buyer to REKKI in connection with each Supplier Sale Contract satisfies the Buyer's obligation to pay that amount to the Pro-supplier. That means if REKKI does not settle any such payment, the Pro-supplier will only have recourse to REKKI and not the Buyer. REKKI shall be primarily responsible to the relevant payment acquirer(s) for managing Refund requests or other claims initiated by Buyers or financial institutions relating to fraud allegations or service issues associated with Supplier Sale Contracts ("**Chargebacks**"). In the event of a Refund or Chargeback request, the Pro-supplier shall promptly furnish REKKI with a credit note and all other relevant documentation and information requested by REKKI. As between REKKI and the Pro-supplier, you hereby authorize REKKI to accept or reject a Buyer's request for a Refund or Chargeback, for which you as the Pro-supplier shall be liable.
- 4.3. The Supplier Sale Contract comes into existence when REKKI sends the order (placed by the Buyer on the REKKI Marketplace) to the Pro-supplier (whether via email, integration and/or the Supplier App). When Buyers place orders for Products from you as a Pro-supplier and the order is communicated to you through the Supplier App or otherwise via REKKI, the Buyer purchases from you directly under the terms of each Supplier Sale Contract, not from us, and you and the Buyer are responsible for evaluating and determining the suitability of any transaction. REKKI shall not be in any way responsible or have any liability for: the performance of any Supplier Sale Contract; the quality, safety, lawfulness or availability of any Products or services sold by you; your ability to sell, supply or deliver the Products or services; or the ability of the Buyer to pay for Products or services. We do not provide any guarantee that any communications made between you and the Customer will be received in a timely manner, or that they will be accurate, or that the communications will be correctly interpreted by every Customer and you agree to provide timely responses to all requests for additional information.

5. Payments to and by Pro-suppliers

- 5.1. Payments to Pro-suppliers: When you apply to register as a Pro-supplier, you will be asked to accept the Payment Services Agreement, which may be modified by the Payment Services Provider from time to time in accordance with its terms. Pro-suppliers are also required to set up a direct debit in their nominated payment account in favour of REKKI for Commission and any Additional Service Fees under Clause 5.2.1 at the point of registration and prior to receipt of any payments under these REKKI Supplier Service Terms. The Pro-supplier shall send all invoices to its Buyers to a dedicated email address provided by REKKI within 24 hours of delivery of the Products. Unless an alternative arrangement is agreed in writing, Buyers pay the amount due and payable under Pro-supplier's invoices via the Payment Services Provider to REKKI as a commercial agent of the Pro-supplier. Such payments are received via the Payment Services Provider. Payment to REKKI discharges the Buyer's obligation to pay the Pro-supplier's invoice. Unless an alternative arrangement is agreed in writing, REKKI shall only direct the Payment Services Provider to pay the amount of the invoice to the Pro-supplier once the funds paid in relation to that invoice have been paid in full by the Buyer. Once the Pro-supplier accepts a Buyer (including an Existing Buyer), the Pro-supplier shall not invoice

the Buyer and/or accept orders from the Buyer outside of the REKKI Marketplace.

5.2. Payments of Fees by Pro-suppliers to REKKI:

- 5.2.1. Separately from the arrangements for the payment of Pro-supplier invoices under Clause 5.1.1, REKKI shall invoice the Pro-supplier as further detailed in clause 5.2.2 below for: (i) REKKI's commission relating to the Pro-supplier's use of the REKKI Services ("**Commission**") as further set out in the separate Pro-supplier Order Form signed between REKKI and the Pro-supplier; (ii) any other fees charged for marketing, order processing and other Additional REKKI Services as set out in the Pro-supplier Order Form ("**Additional Services Fees**"); and (iii) any Refunds processed by REKKI (in its sole discretion as merchant of record) in relation to any issues raised by Buyers regarding their purchase of Products and/or credit notes issued by the Pro-supplier (if applicable).
- 5.2.2. Details of the Fees that have been charged will be provided in an invoice by REKKI to the Pro-supplier on a weekly or monthly basis together with any Refunds that are due and payable as per clause 5.2.3 below. Such amounts will be separately paid to REKKI via direct debit from the Pro-supplier's nominated payment account. REKKI shall have the right to amend the Fees or Subscription Fees at any time and/or to amend any other terms of the Pro-supplier Order Form from time to time by giving the Pro-supplier reasonable notice in writing. Should the Pro-supplier not agree with any changes to the Fees or Subscription Fees or any of the other terms of the Pro-supplier Order Form, the Pro-supplier shall give REKKI thirty (30) days' notice in writing of their wish to terminate the REKKI Supplier Service Terms and the provisions of clause 5.7 (including clause 12.5) shall apply on any such termination.
- 5.2.3. Refunds may be offered and processed by REKKI (in its sole discretion) where a Pro-supplier may have issued a credit note and/or a REKKI Buyer has raised an issue in respect of the Products with REKKI via the Customer App, provided this has occurred within 24 hours of receipt of the Pro-supplier's invoice by the Buyer. A credit note issued by the Pro-supplier shall be deemed to constitute written consent of that Pro-supplier to the corresponding Refund. For the avoidance of doubt, any Commission charged by REKKI shall be non-refundable following issuance of a credit note.
- 5.2.4. If a Pro-supplier receives an invoice from REKKI pursuant to clause 5.2.2 which it reasonably believes includes a Fee or Refund which is not valid and properly due to REKKI, it must notify REKKI in writing as soon as possible and at the latest within thirty (30) calendar days of the date of the invoice in regards to any sums contested on the invoice, and provide such documentation as may be reasonably requested by REKKI in support of its claim including without limitation any documentation to REKKI's reasonable satisfaction. The Pro-supplier shall be deemed to have accepted the invoice in full if no such notification is received by REKKI within the foregoing thirty (30) day time period.
- 5.3. Without limiting any other remedies and without liability, REKKI reserves the right to restrict and/or suspend at any time the Pro-supplier's access to the Supplier App, the REKKI Services and/or its REKKI Account in accordance with these REKKI Supplier Service Terms or terminate the rights granted to Pro-suppliers under these REKKI Supplier Service Terms and the Pro-supplier Order Form (as the case may be) with immediate effect, without notice, if any sums either in full or in part due to REKKI are not paid within seven (7) days from the date of the invoice in which case the provisions of clause 5.7 (including clause 12.5) shall apply on any such termination. REKKI may, at its discretion, reinstate and/or remove any such suspension or restriction (as applicable) within five (5) working days of its receipt of payment of the relevant overdue amount(s).
- 5.4. Any payments not received from the Pro-supplier by the due date, except with respect to sums then under good faith dispute, may at REKKI's discretion, accrue interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date the overdue amount is paid, whether before or after

judgement. The Pro-supplier shall pay the interest accrued on the overdue amount together with that overdue amount.

- 5.5. REKKI may, at any time, retain or set off any sums owed to it by the Pro-supplier which have fallen due and payable against any sums due to the Pro-supplier under these REKKI Supplier Service Terms or any other Additional Agreements. Any exercise by REKKI of its rights under this clause shall not limit or affect any other rights or remedies available to it under these REKKI Supplier Service Terms or otherwise.
- 5.6. The Pro-supplier shall have the right to request that REKKI allow the Pro-supplier not to accept new Buyers on the REKKI Marketplace on a temporary basis and for a message to be displayed that the Pro-supplier is temporarily unable to accept new Buyers. After receiving such a request, REKKI may, in its discretion, mark the Pro-supplier and/or its Product(s) as "unavailable" and, accordingly, the Pro-supplier will be unable to receive orders and payments from any new Buyers until such temporary suspension is lifted. Notwithstanding the foregoing, the Pro-supplier shall continue during any such suspension to accept orders (and payments will be processed) from existing and active Buyers (which shall not be affected by any such temporary suspension) and shall continue to pay REKKI all Fees, Subscription Fees, Refunds and such other amounts that may be due and payable in respect of such Buyers and orders and comply with these REKKI Supplier Service Terms, which remain in full force and effect. REKKI further reserves the right, in its sole discretion, to limit the Pro-supplier's access to those Additional REKKI Services as set out in the Pro-supplier Order Form during any such suspension.
- 5.7. In the event REKKI terminates these REKKI Supplier Service Terms for any reason or a Pro-supplier chooses to stop using the Supplier App and the REKKI Services pursuant to clause 11.12 or terminates these REKKI Supplier Service Terms pursuant to clause 5.2.2 or clause 14.4, then:
 - (a) the Pro-supplier shall not be relieved of its obligation to pay any Fees, Refunds or such other amounts accrued, due and payable to REKKI prior to the effective date of termination which must be paid within seven (7) days of the effective termination date subject to REKKI's right to set-off any such sums in its sole and absolute discretion;
 - (b) all Pro-supplier Order Forms shall be terminated and the provisions of clause 12.5 shall apply; and
 - (c) the Pro-supplier shall, as of the effective date of such termination, immediately cease accessing and otherwise using the REKKI Services and any REKKI confidential information.
- 5.8. You must comply with the provisions of the Payment Services Agreement and any such violation by you will be a material breach of these REKKI Supplier Service Terms. Subject to agreeing to the Payment Services Agreement and to receiving any necessary approvals from the PSP, the following additional terms apply:
 - (a) you agree to provide REKKI and the Payment Services Provider with accurate and complete KYC and other customer due diligence information about your business and the ownership of your business and to update that information whenever necessary to ensure it is accurate at all times;
 - (b) you hereby authorize REKKI to act on your behalf in setting up, creating and managing your PSP account and any other activity required for the operation of the PSP account and to receive notices from PSP on your behalf;
 - (c) you hereby authorize REKKI to access the PSP account data relating to the Supplier and to share such data with PSP. PSP and REKKI are each independently responsible for ensuring that account data within their possession or control is protected from unauthorized disclosure; and
 - (d) you acknowledge and agree that if REKKI suspects or becomes aware of any fraudulent,

unlawful, deceptive or abusive activity, it is contractually required to inform PSP promptly of this on so suspecting or becoming aware.

- 5.9. It is the Pro-supplier's responsibility to ensure that the details stored in its PSP account are correct. The Pro-supplier shall fully indemnify REKKI and hold REKKI harmless against any losses, damages or claims arising out of the Pro-supplier's failure to notify PSP of a change of bank account details including but not limited to any charges incurred by REKKI as a result.
- 5.10. Pro-suppliers acknowledge and agree that a substantial portion of the compensation REKKI receives for providing REKKI Services to you is collected through the Commission payable to REKKI as further set out in the Pro-supplier Order Form and that substantial value is gained through the relationships Pro-suppliers make with other Customers through the Supplier App and the REKKI Marketplace. Pro-suppliers therefore agree, during the term of the Pro-supplier Order Form, to use the REKKI Marketplace only as its exclusive method to request, make, accept, invoice and receive all payments for orders of Products directly or indirectly with Buyers. Without limiting the foregoing, during the term of the Pro-supplier Order Form, Pro-suppliers agree not to solicit Buyers to place orders or pay for Products under Supplier Sale Contracts otherwise than via the REKKI Marketplace in accordance with these REKKI Supplier Service Terms and REKKI Buyer License Agreement (as applicable) and shall not offer or solicit or accept (without REKKI's prior written consent) any offer or solicitation from any Buyers identified via the Supplier App or to invoice, pay, or receive payment in any manner other than in accordance with these REKKI Supplier Service Terms. Pro-suppliers agree to notify REKKI immediately if a person suggests making or receiving payments other than in accordance with these REKKI Service Terms in breach of this clause 5.10 or if they receive unsolicited contact outside of the Supplier App.
- 5.11. In accepting payments via REKKI, the Supplier warrants, represents and undertakes the following:
- a. that the Supplier will only sell products through REKKI in US states where the Supplier is registered for sales tax ("**Registered States**");
 - b. that the Supplier has complied with and will continue to comply with the sales tax laws of each Registered State including by collecting and remitting sales tax on any taxable sale that it has made through REKKI; and
 - c. that the Supplier will fully cooperate with any investigation by a state agency concerning the collection or remittance of sales tax on any products sold by the supplier via REKKI.

THE SUPPLIER INDEMNIFIES REKKI FOR ANY LOSSES, LIABILITIES, JUDGMENTS, PENALTIES, TAXES, AND OTHER COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY REKKI DUE TO A FAILURE ON THE PART OF THE SUPPLIER TO COLLECT OR REMIT TAX ON ANY SALES THAT TAKE PLACE VIA REKKI.

6. Subscription Services Terms and Integration Services

- 6.1. The Supplier shall pay the Subscription Fees to REKKI for the User Subscriptions in accordance with these REKKI Supplier Service Terms, any terms displayed on the Supplier App or otherwise agreed in writing, the latter one shall prevail.
- 6.2. The Supplier will be provided with a REKKI Account and password which allows it to access the Saas and Integration Services. The Supplier authorises REKKI to assume that any person using the Saas Services with the Supplier's username and password, either is the Supplier or is authorised to act for Supplier's behalf.
- 6.3. The Supplier shall provide to REKKI valid, up-to-date or bank payment information acceptable to REKKI and any other relevant valid, up-to-date and complete contact and billing details and the Supplier hereby authorises REKKI to bill for the Subscription Fees and, unless agreed otherwise in writing, REKKI shall charge the Supplier via direct debit within seven (7) days after the date of such invoice.
- 6.4. If REKKI has not received payment within seven (7) days after the due date, and without prejudice to any other rights and remedies of REKKI, REKKI may, without liability to the Supplier, disable the Supplier's password, account and access to all or part of the REKKI

Services and REKKI shall be under no obligation to provide any or all of the REKKI Services while the invoice(s) concerned remain unpaid.

- 6.5. In consideration of Supplier paying Subscription Fees in accordance with these REKKI Supplier Service Terms, REKKI hereby grants to the Supplier a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit Supplier's Authorised Users to use the Services during the Subscription Term solely for the Supplier's internal business operations.
- 6.6. If, at any time, REKKI deems in its discretion that the amount of Supplier Content exceeds a reasonable amount of data storage space (as may be notified to the Supplier by REKKI from time to time), REKKI shall inform the Supplier and may require Supplier to either promptly reduce its storage usage to a limit set by REKKI, or pay excess data storage fees at the rate specified by REKKI at from time to time (in which case such fees will be added as a line item in REKKI invoices).
- 6.7. REKKI shall provide the Integration Services to the Supplier during the Subscription Term on the basis of these REKKI Supplier Terms. REKKI shall carry out the Integration Services with reasonable care and skill and will provide access to the Integration Services in accordance with the technical specifications provided by Supplier to REKKI, subject to clause 6.9 below.
- 6.8. At the end of the Implementation Period or earlier (if access to the Integration Services is available), REKKI will notify the Supplier in writing of the Completion Date from which the Subscription Fees become due and payable.
- 6.9. The Supplier agrees to:
 - a. collaborate with REKKI and offer reasonable assistance during the Implementation Period and thereafter to allow the set up and running of the Integration Services;
 - b. where the Integration Services are provided, including REKKI Connect, Supplier grants REKKI express consent to process and modify the Supplier Content (as defined in these REKKI Supplier Service Terms) in order to provide the Integration Services;
 - c. provide REKKI with its product catalogue and/or customer order histories which include Product Codes and account numbers in a format required by REKKI;
 - d. ensure that Supplier's internet connection is accessible and uninterrupted to allow for the provision of the Integration Services;
 - e. keep the Product Codes up to date using the tooling provided by REKKI;
 - f. ensure members of the Supplier team are available during Support working hours for REKKI support team to work with the Supplier's team until resolution of the issue raised by the Supplier. Support will be provided in accordance with REKKI Services Support Policy.

For the avoidance of doubt, responsibility for the above is with the Supplier and REKKI shall not be liable for failure to deliver the Integration Services in case of the Supplier failing to comply with this clause 6.9.

7. Supplier Obligations

7.1. Supplier shall:

- (a) provide to REKKI and maintain true, lawful, complete, current and accurate names and descriptions for all Products provided via the Supplier App or otherwise; and
- (b) do all things and provide such other information, materials, assistance and cooperation, as REKKI may reasonably request in order for REKKI to comply with its obligations under these REKKI Supplier Service Terms or improve the Customer experience.

7.2. Supplier acknowledges and agrees that:

- (a) it is solely responsible for ensuring that Supplier Content is true, complete, accurate and kept up-to-date so Customers and potential Customers are able to view accurate and clear information when placing an order;

- (b) all Supplier Content provided may be viewed by and relied upon by Customers or potential Customers;
 - (c) it is solely responsible for obtaining all necessary third party licenses and permissions regarding any Supplier Content and that it has the right and authority to sell, trade or distribute or offer to sell, trade or distribute the Products and such sale, trade or distribution does not breach any third party Intellectual Property Rights; and
 - (d) it will access and use the Supplier App and REKKI Services for business purposes only.
- 7.3. Suppliers acknowledge and agree that any Supplier Content must not contain any direct references or links to the Supplier's own or any third party websites, apps, platform tools or other methods of ordering. Supplier's may link to our home page only, provided you do so in a way that is fair and legal and does not damage our reputation, but you must not establish a link in such a way to establish any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.
- 7.4. Except to the extent expressly set out in these REKKI Supplier Service Terms, Supplier shall not (and shall procure that its Authorized Users shall not):
- (a) duplicate, copy, republish, exploit, redistribute or re-transmit the Supplier App;
 - (b) attempt to or actually reverse engineer, decompile, disassemble, decipher or create derivative works based on the whole or any part of the Supplier App or otherwise attempt to derive the source code for the Supplier App or any related technology;
 - (c) store the Supplier App other than for its own use, or use by its personnel, as permitted by these REKKI Supplier Service Terms and as may occur incidentally in the normal course of use of your browser or mobile device;
 - (d) store the Supplier App on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Supplier App;
 - (e) remove or change any content (including without limit the REKKI Content) of the Supplier App other than Supplier Content or attempt to circumvent security or technical measures used to provide the Supplier App or interfere with the proper working and functioning of the Supplier App or any servers on which it is hosted;
 - (f) systematically extract and/or reuse parts of the Supplier App, or use any data mining, robots, or similar data gathering and extraction tools to extract for reuse any substantial parts of the Supplier App;
 - (g) upload data or content that is false, defamatory or misleading or transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others;
 - (h) provide false or misleading information during the registration process in order to access and use the Supplier App or REKKI Services;
 - (i) use the Supplier App in a way that might damage the name, reputation or goodwill of REKKI or any of its affiliates;
 - (j) fail to deliver Products sold by you except where the terms agreed between you and your Customers state otherwise;
 - (k) distribute viruses or any other technologies that may harm REKKI or the interests or property of Authorized Users of the Supplier App;
 - (l) engage in unlawful activities, breach any Applicable Laws, use the Supplier App or any REKKI Services in any manner inconsistent with these REKKI Supplier Service Terms or engage in any activities that would otherwise create any liability for REKKI and its affiliates;
 - (m) use or access the Supplier App, platform or its account(s) to build a similar service or application or engage in activities which are identical or similar to the REKKI Marketplace; or
 - (n) infringe our Intellectual Property Rights or infringe any Intellectual Property Rights that belong to third parties affected by your use of the Supplier App or any of the REKKI Services or post Supplier Content that does not belong to you.

8. Access to the Supplier App

- 8.1. The Supplier App may only be downloaded, installed, accessed or used on a device owned or controlled by you and running the relevant operating system for which the Supplier App was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to use and, where necessary, download the Supplier App and related features.
- 8.2. Supplier accepts responsibility for all access to, and use of, the Supplier App by any of its Authorized Users, personnel or other individual users on any device, whether or not such device is owned by Supplier.

9. License and disclaimer of warranties

- 9.1. REKKI licenses to you the Supplier App which may be used for and on behalf of the Supplier for business purposes only and not for personal, household or individual consumer use and only in accordance with these REKKI Supplier Service Terms, applicable terms of any relevant third party service provider for the device to which you download, or on which you access or use, the Supplier App and only for lawful purposes (complying with all Applicable Laws) and in a responsible manner.
- 9.2. REKKI does not warrant:
 - (a) that the Supplier App will meet the Supplier's specific requirements or that it will be fit for a particular purpose;
 - (b) that Supplier App will be uninterrupted, timely, secure, or error-free and available for Authorized Users;
 - (c) that any information that may be obtained from the use of the Supplier App will be accurate, complete, valid, current or reliable and does not infringe any third party rights including but not limited to any third party Intellectual Property Rights;
 - (d) that any errors in the Supplier App will be corrected or the availability of the Supplier App (including all functions and features); or
 - (e) any Product or pricing of Products offered or displayed on the Supplier App.
- 9.3. You acknowledge and agree that if you wish to do anything with the Supplier App that is not expressly permitted by these REKKI Supplier Service Terms, you will need a separate license. Please contact REKKI at legal@rekki.com.
- 9.4. If you become aware of any breach of these REKKI Supplier Service Terms, please report it to support@rekki.com. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a breach of these REKKI Supplier Service Terms.

10. Functionality and REKKI Content

- 10.1. The Supplier's use of the Supplier App and REKKI Services is at its sole risk. The Supplier App, the REKKI Content and related REKKI Services are provided on an "as is" and "as available" basis. REKKI cannot and does not guarantee the continuous, uninterrupted or error-free operability of, or access to, the Supplier App. Whilst we try to make sure that content made available by the Supplier App consisting of information of which we are the source is correct (including as this may relate to the REKKI Content as the case may be), Supplier acknowledges that the Supplier App makes content available which is derived from a number of sources – including from Customers – for which we are not responsible. Accordingly, any material or content downloaded or otherwise obtained through the Supplier App is done at each user's sole discretion and risk. In all cases, information made available by the Supplier App (including without limit the REKKI Content) is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.
- 10.2. Except as expressly set out in these REKKI Supplier Service Terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Supplier App and, TO

THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND ARE HEREBY EXCLUDED, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE APPLICATION AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE APPLICATION ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOU OR ANYONE ELSE RELYING ON THE CONTENT OF THE APPLICATION. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the Supplier App.

- 10.3. All REKKI Content, including any images of Products shown, may not represent the actual product sold by the Supplier. All images shown on the REKKI Marketplace or the Supplier App are for illustration purposes only and may vary in appearance.
- 10.4. WE CANNOT AND DO NOT GUARANTEE THAT THE APPLICATION OR ITS CONTENT WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE INFORMATION TECHNOLOGY SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF THE APPLICATION AND ITS CONTENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE APPLICATION AND YOUR DEALING WITH ANY OTHER APPLICATION USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE APPLICATION AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE APPLICATION) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.
- 10.5. We reserve the right to change the design, features and/or functionality of the Supplier App by making the updated Supplier App available for you to download or, where your device settings permit it, by automatic delivery of updates. We may cease to provide and/or update content to prior versions of the Supplier App and, depending on the nature of the update, in some circumstances you may not be able to continue using the Supplier App until you have logged out and logged back into the current version.

11. Third party platform providers and application stores

- 11.1. Certain third party platform providers with whose devices and/or operating systems the Supplier App has been designed to be compatible oblige us to include certain additional provisions in these REKKI Supplier Service Terms. These are set out at the end of these REKKI Supplier Service Terms under "Third Party Terms of Use". These provisions come from the relevant third party platform providers, not us.
- 11.2. Third party application stores are operated by the relevant third party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third party application store from which you download the Supplier App. We are not responsible for such stores or (with the exception of the Supplier App) for anything provided by them and do not guarantee that they will be continuously available. No warranty or representation is made with regard to such stores and in no event shall REKKI or its affiliates be held liable for any REKKI Services or products provided by such stores and third party platform providers.

12. Intellectual Property Rights, Indemnity, Supplier Content and Supplier Catalogue

- 12.1. REKKI licenses, but does not sell, to you the Supplier App and the REKKI Content. REKKI remains the owner of the Supplier App and the REKKI Content at all times. Furthermore, all Intellectual Property Rights to and in the Supplier App (including without limit the REKKI Content), save for Supplier Content or any content sent or submitted by Customers, and all other Intellectual Property Rights belonging to or licensed to REKKI (together the "**REKKI IP**"),

remain vested in and owned by REKKI, its affiliates or its licensors at all times and nothing in these REKKI Supplier Service Terms shall give the Supplier any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith.

- 12.2. Except as expressly set out herein, nothing in these REKKI Supplier Service Terms gives you any rights in respect of any Intellectual Property Rights owned by REKKI, its affiliates or its licensors and you acknowledge that you do not acquire any ownership rights by downloading the Supplier App or any content (including without limit the REKKI Content) from the Supplier App other than the right to use the Supplier App in accordance with these REKKI Supplier Service Terms.
- 12.3. The Supplier warrants, represents and undertakes that it has all rights, consents, authority, power and permissions necessary to meet its obligations under these REKKI Supplier Service Terms, to grant the license referred to in clause 11.8 below and required for REKKI to use any of the Supplier Content (which shall include any Intellectual Property Rights in the Supplier's name and logo).
- 12.4. The Supplier App may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source license terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, "**Open Source Software**"). Please note that, to the extent that the Supplier App contains any Open Source Software, that element only is licensed to you under the relevant license terms of the applicable third party licensor ("**Open Source License Terms**") and not under these REKKI Supplier Service Terms, and you accept and agree to be bound by such Open Source License Terms. A copy of the source code for any Open Source Software contained in the Supplier App and the relevant Open Source License Terms will be made available to you upon written request.
- 12.5. Nothing in these REKKI Supplier Service Terms shall constitute any representation or warranty by REKKI that: (a) the Intellectual Property Rights in REKKI IP are valid; or (b) the exercise by the Supplier of rights granted under these REKKI Supplier Service Terms will not infringe the rights (including any third party Intellectual Property Rights) of any person.
- 12.6. Supplier may be given the opportunity to submit, upload or otherwise share or add Supplier Content to the Supplier App and REKKI Marketplace. Supplier shall be solely responsible for its communications, Supplier Content as uploaded, added or shared and all other material or information which are or are not made via the Supplier App. Supplier acknowledges that all Supplier Content expresses the views of its respective authors, and not the views of REKKI. Accordingly, REKKI does not endorse, verify or otherwise certify the contents of any comments, communications, material or information (including Supplier Content) submitted, uploaded, added or shared via the Supplier App or otherwise on REKKI Marketplace and takes no responsibility and assumes no liability for any Supplier Content that Supplier or any other Authorized User or third party posts, sends, or otherwise makes available through REKKI, its website and/or the Supplier App, including without limitation Product and pricing information, delivery information and general order information.
- 12.7. Supplier shall ensure that any Supplier Content (including derivative works) that it submits, shares, transmits or uploads:
 - (a) is relevant, true, accurate and complete and not confidential or proprietary in nature;
 - (b) is up-to-date and accurate at all times where product pricing is concerned;
 - (c) is not unlawful, threatening or harassing, defamatory, abusive, libellous, obscene, objectionable, vulgar, indecent, offensive;
 - (d) and/or which is used by REKKI and/or its affiliates or any external payment services provider pursuant to these REKKI Supplier Service Terms, does not and will not infringe any third party Intellectual Property Rights or other rights of any third party;
 - (e) does not breach any Applicable Laws nor contain any viruses and/or other code that has contaminating or destructive elements; and
 - (f) does not impersonate, or misrepresent an affiliation with, any third party, person or entity.

- 12.8. Supplier agrees that, by submitting or sharing any Supplier Content pursuant to these REKKI Supplier Service Terms, it grants to REKKI and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable (through multiple tiers) right and license to transmit, use, reproduce, modify, adapt, edit, publish, duplicate, translate, create derivative works from, distribute, perform and display such Supplier Content (in whole or part), remove any part of it and/or to incorporate it in other works in any form, media or technology known now or developed in the future in any manner and for any purpose which may be beneficial, whether directly or indirectly, to REKKI, its affiliates, the REKKI Marketplace, the Customer App and the Supplier App including without limitation the REKKI Services we offer through the Supplier App and for the purposes of offering the Products for sale. You waive any moral rights you may have in, or to be identified as the author, of such Supplier Content. REKKI shall use reasonable endeavours to treat Supplier Content as Confidential Information.
- 12.9. Any Supplier Content posted by you to or through the Supplier App or transmitted to, or shared with us will be considered non-proprietary, and treated as such by us, and may be used by us in accordance with these REKKI Supplier Service Terms in order to provide REKKI Services to you. We will not use Supplier Content for marketing purposes to the extent it incorporates any order information submitted by Customers or Suppliers to the Supplier App without your prior consent (not to be unreasonably withheld or delayed).
- 12.10. You acknowledge that following deletion of your REKKI profile for any reason, all Supplier Content shared directly with Customers will remain visible to Customers on the Customer App within the relevant chat but REKKI shall not use Supplier Content in any other way without your express consent.
- 12.11. Whilst REKKI does not pre-screen Supplier Content, it shall reserve the right, in its sole discretion, to reject, remove, modify, edit or delete any Supplier Content (in whole or in part) submitted by any Supplier and/or to close any chat between a Supplier and Customer, at any time without notice or liability to you, including without limitation which it reasonably believes: (a) breaches any Applicable Laws; (b) breaches these REKKI Supplier Service Terms; (c) infringes any third party Intellectual Property Rights; (d) could harm the interests of REKKI or its affiliates or licensors; or (e) is otherwise found inappropriate in REKKI's sole discretion.
- 12.12. If Supplier chooses to stop using the Supplier App and the REKKI Services, Supplier may contact REKKI and request in writing deletion of its Supplier profile. Once the Supplier profile has been deleted, the Supplier Product catalogue will no longer be visible on the REKKI Marketplace, the Supplier App or the Customer App and the provisions of clause 5.7 (in respect of Pro-suppliers only) and clause 12.5 (in respect of both Pro-suppliers and Suppliers) shall apply.
- 12.13. REKKI acknowledges and agrees that any Customer or client list provided by a Supplier to REKKI shall constitute confidential information and REKKI shall use commercially reasonable efforts to preserve its confidentiality.
- 12.14. You acknowledge and agree that feedback you provide ("**Supplier Feedback**") shall not include any personal data or confidential or proprietary information that is owned by Supplier or any other third party, or that you are compelled to keep confidential by law or otherwise. To the extent that any Intellectual Property Rights are created, conceived, developed, or made on the basis of the Supplier Feedback it shall be exclusively owned by, and is hereby assigned to, us whether such Intellectual Property Rights created are based upon, make reference to, incorporates, or otherwise makes use of, in whole or in part, the Supplier Feedback.
- 12.15. **SUPPLIER AGREES THAT IF ANYONE BRINGS ANY CLAIM, DEMAND, SUIT, PROCEEDING, ACTION OR ALLEGATION AGAINST REKKI, ITS LICENSORS OR ITS AFFILIATES RELATED TO SUPPLIER CONTENT (INCLUDING CLAIMS BY A THIRD PARTY ALLEGING THAT THE SUPPLIER CONTENT INFRINGES, MISAPPROPRIATES OR BREACHES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS), SUPPLIERS ACCESS TO OR USE OF THE SUPPLIER APP AND THE REKKI MARKETPLACE (AS APPLICABLE), SUPPLIER'S FAILURE TO COMPLY WITH APPLICABLE LAWS OR SUPPLIER'S BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES HEREUNDER, THESE TERMS AND CONDITIONS AND ANY ADDITIONAL AGREEMENTS**

THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, SUPPLIER WILL INDEMNIFY REKKI, ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND HOLD US AND THEM HARMLESS FROM AND AGAINST ALL DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS AND ALL OTHER RELATED COSTS AND EXPENSES) ARISING OUT OF SUCH CLAIM, DEMAND, SUIT, PROCEEDING, ACTION OR ALLEGATION. REKKI RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY THE SUPPLIER IN WHICH EVENT THE SUPPLIER SHALL COOPERATE WITH REKKI INCLUDING BUT NOT LIMITED TO ASSERTING ANY AVAILABLE DEFENCES.

- 12.16. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on or through the Supplier App, you may contact our Designated Agent at the following address:

REKKI Limited
ATTN: Copyright Manager
London N12 0BP
England
Email: legal@rekki.com

Any notice alleging that materials hosted by or distributed through the Supplier App infringe intellectual property rights must include all of the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Supplier App;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Supplier App of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers. We reserve the right to terminate the accounts of, and remove Supplier Content posted by, users that are determined by us to be repeat infringers of third party intellectual property rights. "Repeat infringers" are users with respect to whose Supplier Content we have received three or more notices of alleged infringement of intellectual property rights that comply with the requirements set forth above within a 12 month period. We also may remove any Supplier Content or terminate any REKKI Account at any time, and for any reason, in our sole discretion.

13. Termination, Effects of Termination and Suspension

- 13.1. REKKI reserves the right, in its sole discretion at any time and without liability or limiting any other remedies, to:

- (a) immediately limit, remove, restrict or suspend your access to the Supplier App, the REKKI Marketplace and/or your REKKI Account and any rights granted to you or other Authorized Users of your REKKI Account under these REKKI Supplier Service Terms; and/or
- (b) delay or remove hosted content (including without limitation Supplier Content); and/or
- (c) remove any special status associated with your REKKI Account(s),

in the event that REKKI has reasonable grounds to believe you or any of your Authorized Users breach these REKKI Supplier Service Terms. REKKI's failure to act with respect to a

breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

13.2. Without affecting any other right or remedy available to us, we may terminate these REKKI Supplier Service Terms with immediate effect by giving written notice to you in the event that:

- (a) REKKI has reasonable grounds to believe you are in material or persistent breach of any of the terms or conditions of these REKKI Supplier Service Terms;
- (b) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts, you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in any relevant jurisdiction;
- (c) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or
- (d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under these REKKI Supplier Service Terms has been placed in jeopardy.

13.3. Without affecting any other right or remedy available to us, and except where you are in material breach of any of these REKKI Supplier Service Terms and clauses 13.2(a) and 13.2(b) apply, we may, at any time, give written notice of not less than one (1) week that your REKKI Account and/or access to the Supplier App and the REKKI Services is to be terminated.

13.4. Suppliers shall give REKKI thirty (30) days' notice in writing of their wish to terminate the REKKI Supplier Service Terms and/or any of the applicable REKKI Services and the provisions of clause 13.5 below shall apply on any such termination.

13.5. On termination of these REKKI Supplier Service Terms for any reason:

- (a) all rights granted to you under these REKKI Supplier Service Terms (including the User Subscription, the Subscription Term and access to the REKKI Marketplace) and your right to use the Supplier App and otherwise receive and use the REKKI Services shall immediately cease;
- (b) you must stop all activities authorized by these REKKI Supplier Service Terms including your use of the Supplier App, the REKKI Content and the REKKI Services; and
- (c) your REKKI Account will be immediately closed and any accounts determined to be related to such account by REKKI (in its sole discretion and without liability for any losses or damages arising out of or in connection with such termination), your status as Pro-supplier removed (as applicable) and you will no longer have access to any data, messages, files or other material you keep on the Supplier App. We will have no obligation to maintain any data, information or content stored in your REKKI Account or on the Supplier App and may, in our sole discretion, delete all copies of such data, information and content in our systems or otherwise in our possession or control except to the extent permitted or required by Applicable Law;
- (d) the provisions of clause 5.7 (in respect of Pro-suppliers only) shall apply to any termination by REKKI pursuant to these REKKI Supplier Service Terms; and
- (e) you must delete or remove the Supplier App and all REKKI Content from all devices in your possession and immediately remove and destroy any REKKI Content which you

have and confirm to us that you have done this.

- 13.6. Any provision of these REKKI Supplier Service Terms, which is expressly or by implication intended to continue in force and effect after termination of such terms shall continue in force and effect notwithstanding such termination, including without limitation clauses 2, 5.4, 5.5, 5.7, 7.4, 12, 13.5, 14, and 15.
- 13.7. The termination of these REKKI Supplier Service Terms shall not prejudice or affect any right of action, remedies, obligations or liabilities of the parties which shall have accrued up to the date of termination, including the right to claim damages in respect of any breach of these REKKI Supplier Service Terms which existed at or before the date of termination.

14. Supplier Indemnity; Limitation of Liability

To the fullest extent permitted by law, you are responsible for your use of the Supplier App, and you will defend and indemnify us and our officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the “**REKKI Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Supplier App; (b) your violation of any portion of these REKKI Supplier Service Terms, any representation, warranty, or agreement referenced in these REKKI Supplier Service Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defence of those claims.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE REKKI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE APPLICATION OR ANY MATERIALS OR CONTENT ON THE APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY REKKI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN THE SECTION REGARDING DISPUTE RESOLUTION AND ARBITRATION AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE REKKI ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE APPLICATION OR OTHERWISE UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO REKKI FOR ACCESS TO AND USE OF THE APPLICATION IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$1000 PER EVENT OR IN AGGREGATE PER ANNUM.

EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS AND CONDITIONS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Miscellaneous

- 15.1. You may not transfer, subcontract, assign or deal in any other manner with, in whole or in part, any or all of your rights or obligations under these REKKI Supplier Service Terms. Any attempted assignment or transfer in breach of this clause will be null and void. REKKI may at any time transfer, subcontract, delegate, assign, or deal in any other manner with, in whole or in part, any or all of its rights or obligations under these REKKI Supplier Service Terms (including any affiliates of REKKI).

- 15.2. In the event of a change of control of the Supplier or a change in senior management of the Supplier, the Supplier must promptly bring the existence and terms of these REKKI Supplier Service Terms and any other agreement between REKKI and the Supplier to the new owner or manager's attention and promptly inform REKKI of the relevant new personnel's contact details.
- 15.3. Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to REKKI at legal@rekki.com or if sent to the Supplier at its registered office address. Notices sent by registered mail or recorded delivery shall be deemed to be served three (3) business days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.
- 15.4. Without prejudice to clause 5.2.2, REKKI reserve the right, in its sole discretion, to change these REKKI Supplier Service Terms by posting an updated version. When we make material changes to this Agreement, we will always seek to give you reasonable prior notice of such changes. This may include seeking your agreement within the Supplier App by, for example, displaying the updated terms on-screen or with a link to the updated terms or by sending you an email or notifying you of the change when you next start the Supplier App. Please make sure you read any such notice carefully. If you do not wish to accept such changes, you may terminate the REKKI Supplier Service Terms by notice in writing before such changes take effect (and the notice provisions in clause 5.2.2 shall apply, as applicable, if you are a Pro-supplier), subject to yours and our accrued rights under these REKKI Supplier Service Terms. The provisions of clause 5.7 (in respect of Pro-suppliers only) and clause 13.5 (in respect of both Pro-suppliers and Suppliers) shall apply on any such termination. By continuing to access or use the Supplier App and REKKI Services, you agree that the amended REKKI Supplier Service Terms will apply to you. These REKKI Supplier Service Terms cannot be varied otherwise without our express written consent. We reserve the right to cease to provide and/or update content to the Supplier App (including without limit the REKKI Content), without prior notice to you, if we need to do so for security or legal reasons.
- 15.5. The Supplier warrants, represents and undertakes to REKKI that it will comply with all Applicable Laws.
- 15.6. Nothing in these REKKI Supplier Service Terms shall be construed to create a partnership, joint venture or employment relationship between any of the parties. Except as expressly provided in these REKKI Supplier Service Terms, nothing in REKKI Supplier Service Terms shall be construed to create an agency relationship between any of the parties.
- 15.7. Neither party shall be liable or responsible for the failure to perform, or any delay in performance of, any obligation hereunder for causes or events beyond its reasonable control including but not limited to acts of God, acts of government, governmental requirements and regulations or restrictions imposed by law, accidents, fires, floods, pandemics, epidemics, civil unrest, wars, riots, acts of terror, rebellions, blockades, strikes or other industrial action, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service or telecommunications provider or telecommunications or internet failures.
- 15.8. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these REKKI Supplier Service Terms does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 15.9. If any term of these REKKI Supplier Service Terms are found to be illegal, invalid or unenforceable under any Applicable Law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these REKKI Supplier Service Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 15.10. Headings are for reference purposes only and do not define or limit the scope or extent of such clause.
- 15.11. These REKKI Supplier Service Terms and any Additional Agreements contain all the terms

agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

- 15.12. These REKKI Supplier Service Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these REKKI Supplier Service Terms.
- 15.13. These REKKI Supplier Service Terms shall be governed by the laws of the State of New York without regard to its conflict of law principles. Subject to the section on "Dispute resolution and arbitration," you agree that any dispute between you and us regarding these REKKI Supplier Service Terms or the Supplier App will be resolved exclusively by the federal and state courts in New York County, New York.
- 15.14. **Dispute Resolution and Arbitration.**

Generally. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, and except as described in the "Exceptions" section below, you and we agree that every dispute arising in connection with these REKKI Supplier Service Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these REKKI Supplier Service Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these REKKI Supplier Service Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS AND CONDITIONS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Despite the provisions above, nothing in these REKKI Supplier Service Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (**AAA**) under its Consumer Arbitration Rules (collectively, **AAA Rules**) as modified by these REKKI Supplier Service Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (**Notice of Arbitration**). Our address for Notice is: REKKI Limited, Unit 3, NW Works, 135 Salusbury Road, London NW6 6RJ 0BP, England. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (**Demand**). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

Fees. If you commence arbitration in accordance with these REKKI Supplier Service Terms, we will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any

arbitration hearing will take place at a location to be agreed upon in New York County, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

No Class Actions. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision. If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with the Supplier App will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

Enforceability. If the class action waiver above is found to be unenforceable or if the entirety of this dispute resolution section is found to be unenforceable, then the entirety of this dispute resolution section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in the section above will govern any action arising out of or related to these REKKI Supplier Service Terms.

15. Third Party Terms of Use

Certain features of the Supplier App and related products may use the REKKI Services and/or products of third-party vendors and business partners, which REKKI Services and/or products may include software, information, data or other REKKI Services. Certain of these vendors and business partners require users who utilise such features to agree to additional terms and conditions. The following section contains third-party terms and conditions that are required by such third-party vendors and business partners as they apply to the features set forth below. **Your uses of such features constitute your agreement to be bound by these additional terms and conditions.** These third party terms are subject to change at such third party's discretion.

Apple

If the Supplier App that you download, access and/or use runs on Apple's iOS operating system:

- the Supplier App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system, and only in accordance with Apple's usage rules published in its App Store terms of service;
- you acknowledge and agree that:
 - Apple has no obligation at all to provide any support or maintenance REKKI Services in relation to the Supplier App. If you have any maintenance or support questions in relation to the Supplier App, please contact us, not Apple, using the Contacting us details in these terms;
 - except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Supplier App are between you and us (and not between you, or anyone else, and Apple);
 - in the event of any claim by a third party that your possession or use (in accordance with these terms) of the Supplier App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
 - although these terms are entered into between you and us (and not Apple), Apple, as a third

- party beneficiary under these terms, will have the right to enforce these terms against you;
- you represent and warrant that:
 - you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and
 - you are not listed on any United States Government list of prohibited or restricted parties; and
 - if the Supplier App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the Supplier App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Supplier App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Supplier App or as a result of you or anyone else using the Supplier App or relying on any of its content.