TERMS OF USE

1. **Corporate Website www.orotal.com**

2. **Blockchain Cryptographic Communicator by OROTAL**

which are fully owned by :

OROTAL Commodities Trading SA, company registered in Switzerland, 2 rue de l'Ecole-de-Chimie, 1205 Geneva,

UID: CHE-264.449.639 **CH-ID:** CH66013240207 **EHRA-ID:** 1435213

TERMS OF USE
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These Terms are governed by the laws of Switzerland without reference to the principles of conflicts of laws thereof.

TERMS OF USE
Blockchain Cryptographic Communicator by OROTAL:

THIS AGREEMENT (THE "**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN YOU ("**BLOCKCHAIN CRYPTOGRAPHIC COMMUNICATOR BY OROTAL - OPERATOR**," "**YOU**", OR "**YOURS**") AND OROTAL COMMODITIES TRADING SA. ("**COMPANY**," "**US**," "**WE**" OR "**OUR**", "Blockchain Cryptographic Communicator by OROTAL"), INCLUDING GOVERNING THE TERMS OF YOUR PARTICIPATION IN OUR COMMUNICATION SERVICES. YOU UNDERSTAND AND AGREE THAT BY ACCEPTING THE TERMS OF THIS AGREEMENT, EITHER BY CLICKING TO SIGNIFY ACCEPTANCE, OR BY TAKING ANY ONE OR MORE OF THE FOLLOWING ACTIONS LIKE USING THE APPLICABLE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE DATE THAT YOU TAKE THE EARLIEST OF ONE OF THE FOREGOING ACTIONS. YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER AND HAVE THE RIGHT AND AUTHORITY TO ENTER INTO AND COMPLY WITH THE TERMS OF THIS AGREEMENT.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND WAIVER OF CLASS ACTION RIGHTS PROVISION THAT REQUIRES THE USE OF INDIVIDUAL ARBITRATION TO RESOLVE DISPUTES. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CHECK THE ACCEPTANCE BOX, AND DO NOT ACCESS, COPY OR USE THE SOFTWARE.

1. **Definitions**. In addition to the capitalized terms defined elsewhere above and herein, the terms below are defined as follows:>

- 1.1 "**Commencement Date**" means the first date on which Storage Materials are stored on a BCC platform pursuant to the terms of this Agreement.

- 1.2 "**Space**" means the online storage sharing services provided to Users via a decentralized data infrastructure ("**Storage Network**").

- 1.3 "**Storage Materials**" means data and materials stored by Users on Blockchain Cryptographic Communicator by OROTAL

- 1.4 "**User**" means an individual or entity that uploads and stores Storage Materials to the Blockchain Cryptographic Communicator by OROTAL.

2. Blockchain Cryptographic Communicator by OROTAL Storage Services.

- 2.1 Company provides the Storage Services to Users pursuant to terms and conditions entered into by the applicable parties.Blockchain Cryptographic Communicator by OROTAL Storage Services includes the features and functionality applicable to the version of the Software installed. Company may update the content, functionality, and user interface of the Blockchain Cryptographic Communicator by OROTAL Storage Services from time to time in its sole discretion.

- 2.2 **Blockchain Cryptographic Communicator by OROTAL License.** You have a non-exclusive, non-sublicenseable, non-transferable right to participate in the Blockchain Cryptographic Communicator by OROTAL Storage Services pursuant to this Agreement during the Term hereof solely for your internal business purposes subject to the limitations set forth herein.

3. Blockchain Cryptographic Communicator by OROTAL grants of Right to Storage and Communication.

- 3.1   By accepting terms and conditions and privacy policy we grant irrevocable right to access and use Blockchain Cryptographic Communicator by OROTAL as follows:

  - ◦ 3.2 to store Storage Materials on your encrypted account.

○ 3.3 to access such Storage Materials from your devices at any time.

4. User Responsibilities.

- 4.1 At all times during the Term of this Agreement or the period when Storage Materials are maintained in Blockchain Cryptographic Communicator by OROTAL:

  ○ 4.1.1 You will comply with the terms of this Agreement,OROTAL's Terms of use and Privacy Policy and any other terms and conditions required by OROTAL in connection herewith, and the terms of all other agreements to which you are a party in connection with your performance under this Agreement including, without limitation, any agreement you have with a third-party Internet service provider.

  ○ 4.1.2. You will operate the Blockchain Cryptographic Communicator by OROTAL in strict compliance with terms of this Agreement and will not take any action not expressly authorized hereunder.

  ○ 4.1.3. You will not modify or attempt to modify the Blockchain Cryptographic Communicator by OROTAL for any purpose including but not limited to attempting to circumvent the audit, bypass security, manipulate the performance of, or otherwise disrupt the Blockchain

Cryptographic Communicator by OROTAL for any reason, including but not limited to attempting to increase the amount of data stored or bandwidth utilized or the amount of Blockchain Cryptographic Communicator by OROTAL, as defined herein, and you will not otherwise interfere with the operation of the Storage Services.

- 4.1.4 You will implement and maintain adequate administrative, organizational, physical and technical safeguards to ensure the protection, confidentiality, security, and integrity of the Blockchain Cryptographic Communicator by OROTAL and shall take all reasonable steps to ensure that Storage Materials are not disclosed, accessed, used, modified, or distributed except as expressly authorized under this Agreement.

- 4.1.5 You will protect your own device and internet connection to ensure the protection, confidentiality, security, and integrity of the Blockchain Cryptographic Communicator by OROTAL

- 4.1.6 In connection with your use of the Blockchain Cryptographic Communicator by OROTAL and/or operation of a Blockchain Cryptographic Communicator by OROTAL hereunder, Company may, from time to time, require you to affirm and/or reaffirm your agreement to the terms of this Agreement, and in such case, your continued use of the Blockchain Cryptographic Communicator by OROTAL is

contingent upon your promptly providing such affirmation as requested by Company.

- 4.2. <u>Administration of </u>Blockchain Cryptographic Communicator by OROTAL. You, as the User, acknowledge that you retain administrative control over to whom you grant access to the applicable Blockchain Cryptographic Communicator by OROTAL. You are responsible for maintaining the security of the Blockchain Cryptographic Communicator by OROTAL including without limitation all applicable accounts and passwords used to gain access to the device.

- 4.3. <u>Suspension</u>. Company may suspend Blockchain Cryptographic Communicator by OROTAL user's participation in the Storage Services if Company believes User: (a) violating any term of this Agreement; or (b) using the Blockchain Cryptographic Communicator by OROTAL in a manner that Company reasonably believes may cause a security risk, a disruption to the Storage Services, or liability for Company.

5. **Restrictions.** You will operate the Blockchain Cryptographic Communicator by OROTAL in strict accordance with the terms of this

Agreement and in no other manner. Without limiting the generality of the foregoing, you will not:

- 5.1.1(a) rent, sublicense, re-sell, assign, transfer, distribute, time share, or similarly exploit the Blockchain Cryptographic Communicator by OROTAL; (b) reverse engineer, copy, modify, adapt, hack the Blockchain Cryptographic Communicator by OROTAL, or otherwise attempt to gain unauthorized access to the Blockchain Cryptographic Communicator by OROTAL or its related systems or networks; (c) access the Blockchain Cryptographic Communicator by OROTAL, the Documentation, or Company's Confidential Information to build a competitive product or service; (d) alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Blockchain Cryptographic Communicator by OROTAL; (e) allow Blockchain Cryptographic Communicator by OROTAL to be shared or used by anyone other than registered user; or (f) access or use the Blockchain Cryptographic Communicator by OROTAL: (i) in violation of applicable laws; (ii) to send or store material knowingly or intentionally containing software viruses, worms, Trojan horses or other harmful computer code, files, or scripts; or (iii) in a manner that interferes with or disrupts the integrity or performance of the Blockchain Cryptographic Communicator by OROTAL (or the data contained therein).

- 5.1.2. Retain any Storage Materials after the earlier of termination of this Agreement.

6. Representations and Warranties. Blockchain Cryptographic Communicator by OROTAL hereby represents, warrants, and covenants that:

- 6.1. You own or control your Device(s), and have the right to use it, pursuant to this Agreement, and otherwise comply with all of your obligations under this Agreement;

- 6.2. You have full power and authority to enter into this Agreement and comply with all terms hereof, and that doing so will not conflict with any obligation you may owe to any third party;

- 6.3. You have the qualifications, skill, and ability to perform your obligations hereunder without the advice, control, or supervision of Company; and

- 6.4. You will at all times comply with all applicable foreign, federal, state, and local laws, orders, rules, and regulations currently in effect or that may come into effect during the term of this Agreement, including but not limited to those regarding data

privacy and protection.

7. Term; Termination.

- 7.1. <u>Term</u>. This Agreement shall be effective as of Commencement Date and will continue until terminated per the terms below.

- 7.2. <u>Termination</u>. Either party may terminate this Agreement immediately without notice to the other party.

8. Ownership

- 8.1. <u>Company Ownership</u>. Except for Blockchain Cryptographic Communicator by OROTAL for any rights expressly granted under this Agreement, Company and its licensors own and shall retain all right, title, and interest in and to the Storage and communication Services (including any improvements, enhancements, customizations, and modifications thereto), the Documentation, Company Confidential Information, and the Derived Data, including, without limitation, all related intellectual property rights therein. For purposes hereof, the term "**Derived Data**" means data derived from operation of the Blockchain Cryptographic Communicator by OROTAL and of the Storage Services via the Blockchain Cryptographic Communicator by OROTAL, and any data that is aggregated by Company, and data and information regarding User's access to and

participation in the Blockchain Cryptographic Communicator by OROTAL, including, without limitation, statistical usage data derived from the operation of the Blockchain Cryptographic Communicator by OROTAL and configurations, log data and the performance results related thereto. For the avoidance of doubt, nothing herein shall be construed as prohibiting Company from utilizing Derived Data to optimize and improve the Blockchain Cryptographic Communicator by OROTAL or otherwise operate Company's business; provided that if Company provides Derived Data to third parties, **such Derived Data shall be de-identified and presented in the aggregate so that it will not disclose the identity of Users to any third party.**

- 8.2. <u>Third Party Data</u>. The Service may include access to various confidential and proprietary third party data that is utilized along with the Service, and all such data is owned by the applicable third party source or vendor. User may only use such data as part of the Service and may not extract or otherwise utilize any such data except as included in and in connection with the Service. This data is compiled from third party sources, including but not limited to, public records, user submissions, and other commercially available data sources. These sources may not be accurate or complete, or up-to-date and is subject to ongoing and continual change without notice. Neither Company nor its third party data sources make any representations or warranties regarding the data and assume no responsibility for the accuracy, completeness, or currency of the data.

- 8.3. <u>Feedback</u>. Company shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Blockchain Cryptographic Communicator by OROTAL and/or the Storage Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User relating to the features, functionality, or operation thereof ("Feedback"). Company shall have no obligation to use Feedback, and User shall have no obligation to provide Feedback.

9. Confidentiality

- 9.1. **Definition of Confidential Information**. During the course of performance under this Agreement, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as or should reasonably be understood by the receiving party to be, proprietary or confidential (the "**Confidential Information**"). Confidential Information specifically includes, but is not limited to, specialized telemetry data or dashboards, Company business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, business processes, methods and models, and technical documentation. Confidential Information does not include information that (a) is or becomes publicly available without breach of this Agreement by the receiving party; (b) was known to the receiving party prior to its

disclosure by the disclosing party; (c) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

- 9.2. **Protection of Confidential Information**. Except as otherwise expressly permitted under this Agreement, with the express prior written consent of the disclosing party, or as required by law provided, that data will be still accessible over our decentralized and fully encrypted platform, the receiving party will not disclose, transmit, or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may disclose the disclosing party's Confidential Information to its employees, affiliates, consultants, subcontractors, agents, or advisors ("Representatives") who have a strict need to access the Confidential Information for the purpose of performing under this Agreement and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement. Either party may disclose the terms of this Agreement to potential parties to a bona fide fundraising, acquisition, or similar transaction solely for purposes of the proposed transaction,

provided that any such potential party is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein.

- 9.3. <u>Equitable Relief</u>. The receiving party acknowledges that the remedy at law for breach of this Section may be inadequate and that, in addition to any other remedy the disclosing party may have, it shall be entitled to seek equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent breaches or threatened breaches of this Section by the receiving party or any of its Representatives and to enforce the terms and provisions of this Section in addition to any other remedy to which the disclosing party is entitled at law or in equity.

- 9.4. Compelled Disclosure. The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding; provided, that data will be still accessible over our decentralized and fully encrypted platform, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to such access or disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures. If the receiving party is compelled by law to access or disclose the disclosing party's Confidential Information as part of a civil proceeding to which the

disclosing party is a party, the disclosing party will reimburse the receiving party for the reasonable costs of compiling and providing secure access to such Confidential Information. Receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

10. Indemnification.

- 10.1.<u>Indemnity</u>. To the fullest extent permitted by applicable law, you will defend, indemnify and hold harmless Company and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, damages, costs and expenses (including attorneys 'fees) that arise from or relate to: (i) your use of the Blockchain Cryptographic Communicator by OROTAL; (ii) your participation in the Blockchain Cryptographic Communicator by OROTAL and/or your storage of Storage Materials hereunder; (iii) any Feedback you provide; or (iv) your breach of any of this Agreement.

- 10.2. <u>Procedures</u>. Company reserves the right to exercise sole control over the defense of any claim subject to indemnification above, at your expense. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

11. DISCLAIMER; LIMITATION OF LIABILITY.

- 11.1. <u>DISCLAIMER</u>. THE SOFTWARE, INCLUDING WITHOUT LIMITATION THIRD-PARTY CODE, THE STORAGE SERVICES, AND THE STORAGE MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT THE SOFTWARE, STORAGE SERVICES, OR STORAGE MATERIALS WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. COMPANY DOES NOT CONTROL, ENDORSE, SPONSOR, OR ADOPT ANY STORAGE MATERIALS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE STORAGE MATERIALS. COMPANY HAS NO OBLIGATION TO SCREEN, MONITOR, OR EDIT

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- 11.2. <u>LIMITATION OF LIABILITY</u>. COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, DATA, OR DATA USE, OR DAMAGE TO BUSINESS).

12. Governing Law; Information Dispute Resolution; Arbitration.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- 12.1. <u>Governing Law; Venue</u>. This Agreement and any disputes arising under it will be governed by the laws of SWITZERLAND without regard to its conflict of laws provisions.

- 12.2. <u>Informal Dispute Resolution</u>; Arbitration. The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a

lawsuit or arbitration. If, after good faith negotiations the parties are unable to resolve the dispute, the parties agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, shall be resolved according to law of Switzerland.

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13. Use of Blockchain Cryptographic Communicator by OROTAL in Your Jurisdiction. Except as explicitly set forth herein, Company makes no representations that the Blockchain Cryptographic Communicator by OROTAL is appropriate for use in any jurisdictions. Users engaging with the Blockchain Cryptographic Communicator by OROTAL from any jurisdictions do so at their own risk and are responsible for compliance with local laws.

14. <u>General</u>

- 14.1.1. <u>Entire Agreement; Severability; Waiver</u>. This Agreement sets forth the complete and final agreement of the parties concerning the subject matter hereof, and supersedes, replaces all prior agreements, written and oral, between them concerning the subject matter hereof. If a term of this Agreement to be invalid or unenforceable, the remaining provisions will continue in full force and effect. A party's consent to, or waiver of, enforcement of this Agreement on one occasion will not be deemed a waiver of any other provision or such provision on any

other occasion.

- 14.1.2. <u>Amendment</u>. We reserve the right to change this Agreement from time to time in our sole discretion.

- 14.1.3. <u>Independent Contractors</u>. The parties are independent contractors. No agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party has the power or authority to create or assume any obligation, or make any representations or warranties, on behalf of the other party.

- 14.1.4. <u>Notices</u>. Notices to Company made under this Agreement shall be made by email to welcome@orotal.com AND in writing and delivered by certified, prepaid, mail (return receipt requested) or nationally-recognized overnight courier service to OROTAL Commodities Trading SA , 2 rue de l'Ecole-de-Chimie, 1205 Geneva, Switzerland with attention Legal Department. You agree to receive electronically all communications, agreements, documents, notices, and disclosures that we provide in connection with the Blockchain Cryptographic Communicator by OROTAL ("Communications"). We may provide Communications in a variety of ways, including by e-mail, text, in-app notifications, or by posting them on the website or through the Service. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

- 14.1.5. <u>Survival</u>. Described above sections will survive the expiration or termination of this Agreement.

- 14.1.6. <u>Miscellaneous</u>. This Agreement constitutes the entire agreement between you and Company relating to the subject matter of this Agreement. The failure of Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control. You shall not assign all or any portion of this Agreement to any third party without Company's prior written consent in its sole discretion. Any assignment in violation hereof shall be null and void. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Headings used herein are for convenience only and are not intended, nor shall they be used, as an aid to interpretation.

15. Copyrights

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