

## IMPORTANT INFORMATION - READ CAREFULLY

UNLESS YOU (THE “MEMBER”) HAVE OBTAINED PERMISSION TO USE THE SWEETBRIDGE PLATFORM UNDER A SEPARATE, DULY SIGNED AGREEMENT WITH SWEETBRIDGE, ACCESS TO THE SWEETBRIDGE PLATFORM IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW, AND YOUR RIGHT TO USE THE LICENSED PRODUCT IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS AND YOU DO NOT HAVE A SEPARATE SIGNED AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT USE OR ACCESS THE SWEETBRIDGE PLATFORM.

This Sweetbridge Membership Agreement (this “Agreement”) governs access to and use of the Sweetbridge layered blockchain-based protocol stack (the “Sweetbridge Platform”), which was developed and is maintained by the Sweetbridge Foundation, and access to which is provided by Sweetbridge, Inc. and its Affiliates (collectively, “Sweetbridge”).

### 1. DEFINITIONS.

1.1. “Affiliate” means an entity that a party directly or indirectly controls, is controlled by, or is under common control with a party. For purposes of this definition, “control” means the possession, directly or indirectly, or control of more than 50% of the voting securities of an entity.

1.2. “Member” means the party accepting these terms with respect to its use of the Sweetbridge Platform, applicable Software Services and any related services.

1.3. “Member Data” means all data transmitted by Member to Sweetbridge or to the Sweetbridge Platform.

1.4. “Prohibited Use” means activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Sweetbridge conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control (“OFAC”), or which would involve proceeds of any unlawful activity.

1.5. “Software Services” means the various products and functionalities available through the Sweetbridge Platform, as described in the Sweetbridge Whitepaper.

1.6. “Sweetbridge Platform” means the web-based technology platform comprised of the Software Services that enables Members to collaborate, transact and manage their global supply chains, as described in the Sweetbridge Whitepaper.

1.7. "Sweetbridge Website" means [www.sweetbridge.com](http://www.sweetbridge.com).

1.8. "Sweetbridge Whitepaper" means the most recent version of the Sweetbridge Whitepaper available for download at [www.sweetbridge.com/whitepaper](http://www.sweetbridge.com/whitepaper), which is incorporated in its entirety herein by reference.

2. THE SWEETBRIDGE MEMBERSHIP APPLICATION PROCESS. Use of the Sweetbridge Platform and the Software Services is available on a membership-only basis. Parties become members of the Sweetbridge Platform by entering into this agreement and completing Sweetbridge's standard application process.

2.1. Registration of Sweetbridge Account. In order to access the Sweetbridge Platform and use any of the Software Services, you must first register by providing your name, an e-mail address, password, and affirming your acceptance of this Agreement, and paying the Sweetbridge Application Fee of \$50.00, and an annual Membership Renewal Fee of \$50.00. Sweetbridge may, in its sole discretion, refuse to allow you to establish a Sweetbridge Account, or limit the number of Sweetbridge Accounts that a single user may establish and maintain at any time.

2.2. Identity Verification. In order to use certain features of the Software Services, including certain transfers of Digital Currency and/or government-issued currency ("Fiat Currency"), you may be required to provide Sweetbridge with certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank accounts (e.g., financial institution, account type, routing number, and account number) and/or credit cards. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Sweetbridge if any information changes. You hereby authorize Sweetbridge to directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your bank accounts (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. See our Privacy Policy to learn more about how we treat your data.

3. TERMS AND CONDITIONS GOVERNING MEMBER'S USE OF THE SWEETBRIDGE PLATFORM.

3.1. In exchange for payment to Sweetbridge of the fees referenced herein, Sweetbridge hereby agrees to provide Member with access to, and use of, the Sweetbridge Platform. Member acknowledges that the Sweetbridge Platform is under development, and the availability and full-functionality of the Software Services may be limited for a significant period of time, and that use of the Software Services may be limited based upon the legal jurisdiction in which the

Member resides. Member hereby agrees to pay all fees assessed by Sweetbridge for use of the Software Services and related services, including without limitation, as applicable, all transaction fees, membership fees, liquidity fees, and settlement fees, all of which are incorporated into this Agreement by this reference. For the avoidance of doubt, in providing Member with access to, and use of, the Sweetbridge Platform, neither Sweetbridge nor any of its Affiliates shall be, or shall be deemed to be, engaged in the acceptance by Sweetbridge or any of its Affiliates of currency, funds, or other value that substitutes for currency from Member or any third party for the purpose of the transmission of such currency, funds, or other value that substitutes for currency to another location or person by any means.

3.2. Member agrees that it shall use the Sweetbridge Platform for lawful purposes in compliance with all applicable laws and regulations, including, without limitation, export control and anti-corruption laws and regulations of the United States and other jurisdictions. Member shall (a) use the Sweetbridge Platform for lawful purposes only and in compliance with all applicable laws and regulations, including, without limitation, export control and anti-corruption laws and regulations of the United States and other jurisdictions; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Sweetbridge Platform, and to notify Sweetbridge promptly of any such unauthorized access or use, and (c) use the Sweetbridge Platform only as intended and in accordance with the specifications delivered by Sweetbridge.

3.3. Website Accuracy. Although we intend to provide accurate and timely information on the Sweetbridge Website, the Sweetbridge Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Sweetbridge Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Sweetbridge Website,

3.4. Third-Party Applications. If, to the extent permitted by Sweetbridge from time to time, you grant express permission to a third party to access or connect to your Sweetbridge Account, either through the third party's product or service or through the Sweetbridge Website, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Sweetbridge Account. Further, you acknowledge and agree that you will not hold Sweetbridge responsible for, and will indemnify Sweetbridge from, any liability arising out of or related to any act or omission of any

third party with access to your Sweetbridge Account.

3.5. Member's right to access and use the Sweetbridge Platform is specific to Member and is not transferable or assignable to any other person or entity without Sweetbridge's prior written authorization.

3.6. All Member Data transmitted by Member to Sweetbridge shall be kept confidential in accordance with the Sweetbridge Privacy Policy. Except to effect the purposes of this Agreement, Member will keep confidential any information obtained in connection with this Agreement, unless the disclosure of the information is reasonably believed to be required by applicable law.

3.7. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Software Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Sweetbridge Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your Sweetbridge Account and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Sweetbridge and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Sweetbridge Account information has been compromised, contact Sweetbridge Support immediately at [support@sweetbridge.com](mailto:support@sweetbridge.com), or report your claim by phone at (415) 663-5000.

3.8. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Software Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Sweetbridge Account.

3.9. Unclaimed Property. If Sweetbridge is holding funds in your account, and Sweetbridge is unable to contact you and has no record of your use of the Software Services for several years, applicable law may require Sweetbridge to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Sweetbridge will try to locate you at the address shown in our records, but if Sweetbridge is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. Sweetbridge reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

4. CANCELLATION, TERMINATION, AND PROHIBITED USE.

4.1. This Agreement is effective until terminated by written notice from Sweetbridge or from Member at [service@sweetbridge.com](mailto:service@sweetbridge.com), which termination will not affect pending transactions on the Platform, nor any obligation Member may owe to Sweetbridge. Sweetbridge may, in its sole discretion, suspend Member's access to the Sweetbridge Platform in connection with Member's violation of applicable law, a breach of this Agreement, including any prohibited use or any non-payment of any fees due and owing under this Agreement, or if Member is listed on any "blacklist" published by the United States Government which identifies certain entities with whom U.S. companies are prohibited from doing business.

4.2. Prohibited Use. In connection with your use of the Software Services, and your interactions with other users and third parties, you agree and represent you will not engage in any Prohibited Use as defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Sweetbridge Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

4.3. Suspension, Termination, and Cancellation. Sweetbridge may: (a) suspend, restrict, or terminate your access to any or all of the Software Services, and/or (b) deactivate or cancel your Sweetbridge Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority; or
- We reasonably suspect you of using your Sweetbridge Account in connection with a Prohibited Use; or
- Use of your Sweetbridge Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; or
- Our service partners are unable to support your use; or
- You take any action that Sweetbridge deems as circumventing Sweetbridge's controls, including, but not limited to, opening multiple Sweetbridge Accounts or abusing promotions which Sweetbridge may offer from time to time.

If Sweetbridge suspends or closes your account, or terminates your use of Software Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Sweetbridge from providing you with such notice. You acknowledge that Sweetbridge's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Sweetbridge's risk management and security protocols. You agree that Sweetbridge is under no obligation to disclose the details of its risk management and security procedures to you.

## 5. GENERAL PROVISIONS.

5.1. The Sweetbridge Platform is proprietary to Sweetbridge and all right, title and interest thereto remains with Sweetbridge. All proprietary and intellectual property rights of any nature

regarding the Sweetbridge Platform and any and all parts, copies, modifications, enhancements, improvements and processes included therein, and derivative works created therefrom are owned by, and shall remain the property of Sweetbridge. Member's rights to the Sweetbridge Platform are limited to those expressly granted below and Sweetbridge reserves all rights not expressly granted in this Agreement. "Sweetbridge", "sweetbridge.com", "Sweetcoin", "Bridgecoin" and all logos related to the Software Services or displayed on the Sweetbridge Website are either trademarks or registered marks of Sweetbridge or its licensors. You may not copy, imitate or use them without Sweetbridge's prior written consent.

5.2. Relationship of the Parties. Sweetbridge is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Sweetbridge to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Sweetbridge to be treated as the agent of the other.

5.3. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Sweetbridge. Always log into your Sweetbridge Account through the Sweetbridge Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

5.4. Release of Sweetbridge; Indemnification. If you have a dispute with one or more users of the Sweetbridge Platform, you release Sweetbridge, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. Member agrees to defend, indemnify and hold Sweetbridge, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to Member's use of the Sweetbridge Platform, Member's breach of this Agreement, or Member's violation of any law, rule or regulation, or the rights of any third party.

5.5. Limitation of Liability; No Warranty. IN NO EVENT SHALL SWEETBRIDGE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SWEETBRIDGE

WEBSITE OR THE SWEETBRIDGE PLATFORM, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SWEETBRIDGE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT SWEETBRIDGE FAILED TO PROCESS A TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MEMBER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE TERMS OF ANY OTHER DOCUMENT REFERENCED IN THIS AGREEMENT, SWEETBRIDGE PROVIDES THE SWEETBRIDGE PLATFORM, THE SOFTWARE SERVICES AND ALL RELATED SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY, REPRESENTATION, DUTY OR OBLIGATION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SWEETBRIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SWEETBRIDGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE SWEETBRIDGE PLATFORM OR THE SOFTWARE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

EXCEPT AS SET FORTH HEREIN, SWEETBRIDGE SHALL HAVE NO LIABILITY TO MEMBER IN CONNECTION WITH, OR RELATED TO, MEMBER'S USE OF THE SWEETBRIDGE PLATFORM OR RELATED SERVICES. SWEETBRIDGE SHALL NOT BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AND SWEETBRIDGE'S LIABILITY HEREUNDER FOR DIRECT DAMAGES FOR ANY CLAIM SHALL NOT EXCEED THE LESSER OF THE AMOUNT PAID BY MEMBER WITH RESPECT TO THE APPLICABLE SWEETBRIDGE TRANSACTION OR FIVE HUNDRED DOLLARS (US\$500).

5.6. Entire Agreement. This Agreement, the Privacy Policy, the Sweetbridge White Paper, and any other documents incorporated by reference herein comprise the entire understanding and agreement between Member and Sweetbridge as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among Member and Sweetbridge. Section headings in this Agreement are for convenience only, and shall not

govern the meaning or interpretation of any provision of this Agreement.

5.7. Amendments. Sweetbridge may amend or modify this Agreement by posting on the Sweetbridge Website or emailing to Member the revised Agreement, and the revised Agreement shall be effective at such time. If Member does not agree with any such modification, Member's sole and exclusive remedy is to terminate Member's use of the Services and close Member's account. Member agrees that Sweetbridge shall not be liable to you or any third party for any modification or termination of the Software Services, or suspension or termination of your access to the Software Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, Sweetbridge will endeavor to provide Member advanced notice via the Sweetbridge Website and/or email before the material change becomes effective.

5.8. Assignment. Member may not assign any rights and/or licenses granted under this Agreement. Sweetbridge reserves the right to assign its rights without restriction, including without limitation to any Sweetbridge affiliates or subsidiaries, or to any successor in interest of any business associated with the Sweetbridge Platform or the Software Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

5.9. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

5.10. Change of Control. In the event that Sweetbridge is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

5.11. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Sweetbridge Account cancellation, debts owed to Sweetbridge, general use of the Sweetbridge Website, disputes with Sweetbridge, and general provisions, shall survive the termination or expiration of this Agreement.

5.12. Arbitration; Waiver of Class Action. If you have a dispute with Sweetbridge, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our support team, you and we agree that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes and you and



Sweetbridge hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If a court decides that any provision of this section 7.2 is invalid or unenforceable, that provision shall be severed and the other parts of this section 7.2 shall still apply. In any case, the remainder of this User Agreement, will continue to apply.

5.13. Governing Law. The parties agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise hereunder, except to the extent governed by federal law.

5.14. Force Majeure. Sweetbridge shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

END OF TERMS  
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