

# Grovara® General Terms of Service

Last Updated November 8, 2025

Welcome to Grovara!

Thanks for using Grovara, the "B3B Global Marketplace" services (including its website, and mobile and web-based applications, Grovara's proprietary web-based platform (the "Platform"), any Product shipment or fulfillment services provided by Grovara, GrovaraPro or other professional services, and any other tools, products, or services provided by Grovara that link to or reference these Terms) (collectively, the "Services"). The Services are provided by Grovara, Inc. ("Grovara", "we," "our," or "us"), located at 312 River Rd., Gladwyne PA 19035, U.S.A.

By using our Services, you are agreeing to these Terms of Service ("Terms"). Please read them carefully. Our Services are very diverse, so additional terms or product requirements (including age requirements) apply depending on who you are and how you use the Services. Any such additional terms become part of your agreement with us if you use those Services. Please see Section 1 below for additional terms that apply to your use of the Services as a Buyer, a Brand, or as a Broker-Dealer (as each is defined in Section 1). By accessing or using the Services, you intend and agree to be legally bound by these Terms. You may wish to print or save a local copy of the Terms for your records.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS OF SERVICE LIMIT OUR LIABILITY AND THAT YOU ARE RELEASING US FROM VARIOUS CLAIMS IN SECTION 16 AND 17 BELOW. THESE TERMS ALSO CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 23 THAT AFFECT YOUR RIGHTS UNDER THESE TERMS WITH RESPECT TO THE SERVICES.

## **1. Brands, Buyers, and Broker-Dealers**

You may, at various times, use the Services in one or more of the following capacities:

"Brand" means anyone listing products ("Products") available for sale on our Services. If you are accessing the services on behalf of a Brand, you represent and warrant that you have the authority to agree to these Terms on its behalf. "You" or "Your" means you, together with the Brand you are acting on behalf of. The Grovara Brand Supplemental Terms apply to your use of the Services when acting as a Brand.

"Buyer" means anyone acting as a retailer, wholesaler, or other commercial buying partner placing orders on our Services. If you are accessing the services on behalf of a Buyer, you represent and warrant that you have the authority to agree to these Terms on its behalf. "You" or "Your" means you, together with the Buyer you are acting on behalf of.

The Grovara Buyer Supplemental Terms applies to Your use of the Services when acting as a Buyer.

"Broker-Dealer" means anyone facilitating introductions between Brands and Buyers through the Services. If you are accessing the services on behalf of a Broker-Dealer, you represent and warrant that you have the authority to agree to these Terms on its behalf. "You" or "Your" means you, together with the Broker-Dealer you are acting on behalf of. The Grovara Broker-Dealer Supplemental Terms applies to your use of the Services when acting as a Broker-Dealer.

## **2. License Grant and Using our Services**

Subject to the terms and limitations set forth in these Terms, and provided that Grovara has received timely payment of all fees owed under these Terms, Grovara hereby grants to you a limited, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable license to access and use the Platform via the internet, along with any accompanying Documentation, as specified in the Order Form and solely for your internal business purposes. "Order Form" means any written or electronic Grovara order document or internet order page for Services that is signed or electronically accepted or submitted by you to Grovara. "Documentation" means the user manuals and other user documentation for the Services, if any, which may be made available electronically by Grovara or as otherwise may be provided by Grovara to you.

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services, try to access them using a method other than the interface and the instructions that we provide, or extensively or automatically copy any content from the Services (in other words, no scraping). You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies, if we are investigating suspected misconduct, or for any other reason.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access through them ("Content"). You may not use Content, except as permitted in these Terms, by its owner, or as otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services, including the Grovara name and logo. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

The Services, Platform, and Documentation furnished under these Terms are licensed, not sold, to you. Grovara possesses all right, title and interest in and to the Services, the Platform, the Documentation, and any copyrights, patents, trademarks, service marks, trade names, trade dress, trade secrets and any other proprietary rights that are associated

with the Services, Platform, or Documentation throughout the world, and you acknowledge that you receive no right, title or interest to the Services, the Platform, or the Documentation, except for the limited license rights provided within these Terms. Grovara also retains title to any and all copies made of any embodiments or features of the Services, Platform, and Documentation, and upon any termination of these Terms, all such copies must be returned to Grovara or destroyed, at Grovara's instruction. You agree not to contest Grovara's title or intellectual property rights in or to the Services, Platform, or Documentation, and you shall not copy or emulate any features or functionality of the Services or Platform

Our Services display some Content that is not our own. For example, some Content belongs to Buyers or Brands, our advertisers, other third parties, or other users (collectively, "Third Party Content") or is Your Content (as defined in Section 6 below). We are not responsible for, and you waive all of our liability with respect to, Third Party Content or Your Content. Third Party Content and Your Content is the sole responsibility of the individual or entity that makes it available via the Services. We may review Third Party Content or Your Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Third Party Content or Your Content that we believe violates our policies or the law. But we do not generally review content beforehand, and we are not obligated to do so.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of our marketing emails by clicking on the "unsubscribe" link in marketing e-mails. Please be aware that there may be a brief period before we are able to process your opt-out.

Some of our Services are available on mobile devices, which may cause you to incur data charges with your wireless provider. Please be aware that we have no control over these charges, and if you do not wish to be charged, you should stop using the mobile features

### **3. Your Grovara Account**

You will need an account to use the Services. If you create your own account, you agree that all registration information you give us will be accurate and current. If your account has been assigned to you by an administrator, such as your employer or educational institution, different or additional terms may apply, and your administrator may be able to access or disable your account. You will timely notify us of any changes to any of the foregoing information. You are responsible for controlling access to any PCs, mobile devices, or other end points that you allow to store your Services password, or on which you enable a "Remember Me" or similar functionality ("Activated Device"). Accordingly, you agree that you will be solely responsible for all activities that occur under your Services accounts, including the

activities of any individual with whom you share your Services account or an Activated Device.

To protect your account, keep your password confidential. You are responsible for the activity that happens on or through your account. If you learn of any unauthorized use of your password, please contact us at support@grovara.com.

#### **4. Returns; Shipping; Acceptance**

All sales are final, and no refunds, returns, or exchanges will be offered, except as expressly provided in the Acceptance subsection below.

Brands and Buyers may opt to arrange for the shipping of Products, or may request that Grovara facilitate the shipping of Products. If you, acting as a Brand or Buyer, opt to arrange shipping yourself, you agree to ship the Products in strict compliance with these Terms and the purchase terms or other similar agreement between you and the Brand or Buyer (as applicable) (such purchase terms or similar agreement, the "Brand-Buyer Agreement").

##### *Brand-and-Buyer-Arranged Shipping*

Title and risk of loss will pass in accordance with the Incoterms applicable to the Brand-Buyer Agreement, provided that, in all instances, title for all Products will pass from Brand to Grovara and then immediately and automatically from Grovara to Buyer, and Grovara shall only hold title momentarily and solely for the purpose of facilitating the transfer. This sequential transfer of title shall not affect the risk of loss, which shall pass directly from Brand to Buyer upon delivery, unless otherwise agreed in writing. You agree to comply with all policies and requirements of Grovara which we have provided you prior to acceptance of the relevant Brand-Buyer Agreement, including policies relating to purchase orders, deliveries, invoices, bills of lading and pallet requirements. Shipping insurance of 110% of the cargo value is required for all shipments arranged on the platform. Unless otherwise provided in the applicable Brand-Buyer Agreement, the acceptance criteria are set forth in the Acceptance subsection below.

##### *Grovara-Arranged Shipping*

If Grovara facilitates the shipping of Products, Buyer shall be responsible for all costs associated with the storage, processing, shipping, handling, delivery, and other services related to shipping for the Products. Title and risk of loss will pass to Buyer at the time Grovara's shipper receives Products from Brand, provided that, in all instances, title for all Products will pass from Brand to Grovara and then immediately and automatically from Grovara to Buyer, and Grovara shall only hold title momentarily and solely for the purpose of facilitating the transfer. This sequential transfer of title shall not affect the risk of loss, which shall pass directly from Brand to Buyer.

Shipping and delivery dates are estimates only and cannot be guaranteed. Grovara is not liable for any delays or failure in shipment due to incorrect or incomplete information provided by you, Buyer's failure to receive a shipment from a carrier, or other factors outside of our reasonable control. Grovara will provide shipping insurance consistent with industry standard practice for shipments made by Grovara.

#### *Acceptance*

The following process shall apply following delivery of Products to the location specified in the Brand-Buyer Agreement regardless of whether Buyer and Brand, or Grovara arranged for shipping of Products; provided that if Buyer and Brand arrange for shipping, the Brand-Buyer Agreement may specify different acceptance criteria.

Buyer shall have three (3) days following receipt of each shipment (the "Inspection Period") to inspect the shipment. Products shall be deemed to be accepted unless Buyer provides Brand and Grovara with written notice of rejection through the Services within the Inspection Period, specifying the Basis for Rejection in reasonable detail. Buyer may reject all or any portions of the Products solely if such Products (i) do not conform to the Products, quantities, and conditions set forth in each Brand-Buyer Agreement, (ii) are damaged or do not conform to the Product documentation upon arrival, (iii) are past their expiration date, or (iv) if the shipment lacks required documentation such as a packing list, certificate of analysis, or bill of lading (each, a "Basis for Rejection"). Rejected Products shall be returned to Brand at Brand's expense unless otherwise agreed, and Brand shall, at Buyer's option, promptly replace at Brand's expense the rejected Products with conforming Products or issue a full refund.

### **5. Privacy and Feedback**

Our [privacy policy](#) explains how we treat your personal information and protect your privacy when you use our Services. By using our Services, you agree that we can collect, use, and share data from you as described in our privacy policy. We are not responsible for any information or Content that you share with others via your use of the Services. You assume all privacy, security, and other risks associated with providing any information, including personally identifiable information, to other users of the Service.

If you submit feedback or suggestions about our Services, you agree that we may use your feedback or suggestions without obligation to you.

### **6. Content You Submit or Share**

You may submit, upload, and share videos, pictures, text and other content to or through the Services ("Your Content"), and in doing so you must follow these Terms and the rules and policies referenced in these

Terms. You retain ownership of any intellectual property rights that you hold in Your Content. In short, what belongs to you stays yours.

When you upload, submit, or otherwise share Your Content to or through our Services, you give us (and those we work with) a royalty-free, worldwide license in perpetuity (subject to any applicable privacy laws) to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your Content works better with our Services), communicate, publish, publicly perform, publicly display and distribute Your Content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

We may publicly display your profile information, posts, and actions you take on the Services, including displaying in ads and other commercial content. You may request that we delete any of Your Content that you submit to the Services by sending us an email at support@grovara.com. To the extent within our control we'll remove Your Content from public display and mark it for future deletion if permitted by applicable law; however, it may persist in backup or residual copies for a reasonable period of time (but will not be available to other users through the Services). For purposes of clarification, once you submit or share Your Content with others via the Services (e.g., other users or third parties), we no longer have control over those portions of Your Content and will not be able to delete it or prevent them from using it.

You acknowledge that Grovara, in its sole discretion, may on reasonable prior written (email sufficing) notice to you (provided that such prior written notice shall not be necessary where Grovara reasonably believes removal or suspension is necessary to avoid imminent litigation or other material harm to Grovara or third parties; in such event Grovara shall provide notice as soon as reasonably possible) remove or disable any Content, including but not limited to Your Content, if Grovara determines, in its sole good faith discretion, that such content is illegal or violates these Terms, or that doing so is otherwise necessary to protect Grovara from financial or reputational harm. In the event of any removal or suspension of content pursuant to this Section 6, you shall work with Grovara in good faith with the goal of alleviating the underlying issue giving rise to such removal or suspension and restoring the impacted Content.

## **7. Use Restrictions**

You may may use the Services only for your internal organizational purposes and may not provide outsourcing, service bureau, application service provider, or similar services to third parties.

You may make an unlimited number of copies of the Documentation solely for your internal organizational use. However, you may NOT (nor authorize nor permit your employees, agents, independent contractors, or any other person or entity to) (i) modify or create derivative works of the Services or Documentation; (ii) distribute, re-sell, sublicense or publicly display or perform the Services or Documentation, any portion thereof, or any materials or information based upon the Services or Documentation; (iii) decompile, disassemble, or reverse-engineer any portion of the Platform or Services or otherwise attempt to derive their source code or protocols, or merge or bundle them with any other software, products or services; or (iv) remove any copyright, confidentiality, proprietary rights, or similar notices from the Services or Documentation.

You agree that you will (a) use the Services only for purposes permitted by these Terms and any applicable local, state, national or international laws or regulations; (b) not use Services in a manner that violates any third-party agreements to which you are a party or that are provided to you by Grovara in advance, (c) not use the Services to perform or solicit the performance of any illegal activity or other activity which infringes Grovara's rights or the rights of others (including any third party intellectual property rights); (d) not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Services, or obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services, including without limitation by reproducing or circumventing the navigational structure or presentation of the Services; (e) not attempt to gain unauthorized access to any portion or feature of the Services, or any other systems or networks connected to the Services or to any of Grovara's servers, by hacking, password "mining" or any other means; (f) not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Grovara's systems or networks, or any systems or networks connected to the Services; and (g) not use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any transaction being conducted on the Services, or with any other person's use of Services.

## **8. Ledger**

You agree that all communications related to the Services between you and any Brands, Buyers, or Broker-Dealers with whom you interact, including without limitation any and all compliance and clearance requirements associated with the shipment of any Products (each, a "Shipping Clearance Requirement"), shall solely be made using the Platform's communications ledger (the "Ledger", and each such communication within the Ledger, a "Ledger Entry"). On mutual agreement by all parties to a Ledger, such parties may indicate their intention that certain Ledger Entries have a binding effect on the parties by clicking or tapping the "star" icon for

such Ledger Entry or using other means made available in the Ledger. You acknowledge and agree that only a user who has the power to bind your business or employer may propose or agree that a Ledger Entry be binding. You understand and agree that (i) any agreement between organizations made within the Ledger is separate from, and not a part of or subject to, these Terms, (ii) you may only bind the organization you represent on the Platform, (iii) Grovara does not guarantee that use of the Ledger will result in the creation of an enforceable agreement, and (iv) that you do not have the authority to, and shall not take any action purporting to, bind Grovara using a Ledger Entry.

You represent and warrant that any statements you include within a Ledger Entry are, to the best of your knowledge, truthful and accurate. You agree that we have no liability for your communications in the Ledger, the contents of any Ledger Entry, or any actual or purported agreements between Brand and Buyer. You further understand and agree that Grovara shall have no responsibility or liability whatsoever for any Shipping Clearance Requirement not communicated via the Ledger prior to the applicable shipment being initiated.

## **9. Confidentiality**

Each party (as the "receiving party") agrees not to permit access to or to disclose the other party's (the "disclosing party") Confidential Information, except to the receiving party's authorized employees and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 9 and who need to use or have access to the disclosing party's Confidential Information for the purposes contemplated by this Agreement. Each party shall be liable in accordance with the Agreement for the acts and omissions of its employees and contractors who receive Confidential Information. A receiving party shall use at least the same degree of care in protecting the disclosing party's Confidential Information as such receiving party generally exercises in protecting its own most valuable proprietary information and shall inform its employees and contractors having access to the disclosing party's Confidential Information of its confidential nature. In no event shall a receiving party use less than a commercially reasonable degree of care in protecting the disclosing party's Confidential Information. "Confidential Information" means documents, data, software, and information which, when provided by the disclosing party to the receiving party: (a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; (b) are disclosed orally or visually, and identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within ten (10) business days; or (c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. The Services, Platform, and Documentation, as well as results of benchmark and other tests run by either party and resulting from use of the Services, shall be deemed Grovara Confidential Information without any need for any markings or legends, and in addition to the other restrictions in this Section 9, shall not be disclosed to any

competitor of Grovara. Notwithstanding the foregoing, the receiving party shall have no obligation of confidentiality with respect to any information which the receiving party can demonstrate by written documentation: (i) is already known to the receiving party at the time of disclosure; (ii) is or subsequently becomes publicly available through no wrongful act of the receiving party; (iii) is disclosed or provided to the receiving party by a third party without restriction and without having violated any confidentiality agreement of any party; or (iv) is developed independently by the receiving party without use of to the disclosing party's Confidential Information. In addition, either party may disclose Confidential Information of the other to the extent required by law or a judicial or regulatory order; provided, however, that the party subject to the requirement furnishes the other party with as much advance written notice as possible under the circumstances and cooperates with its efforts to obtain a suitable protective order. If such an order is not obtained, or the party owning the information waives the non-disclosure obligation, the other party may disclose that portion of the Confidential Information which is subject to the judicial, legal or regulatory disclosure requirement. Each party shall promptly notify the other of any suspected unauthorized access, use, disclosure, alteration or loss of the other party's Confidential Information and shall cooperate with such other party's reasonable requests in connection with investigating and remediating any such incident.

Each party acknowledges that its breach of this Section 9 will cause the other party immediate and irreparable damage for which recovery of money damages would be inadequate. Therefore, each party agrees that the other party shall be entitled to seek injunctive relief to protect its rights under this Section 9 (in addition to any other remedies available to said party) without the necessity of posting bond.

## **10. Intellectual Property Protection**

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others, and require our users and customers to do so. If you are a copyright owner or its agent and believe that any content residing on or accessible through the Services infringes upon your copyrights, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (the "Designated Agent") with the following information in writing (see 17 U.S.C § 512(c) (3) for further detail):

- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.

- Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. After removing material in response to a valid DMCA notice, we will notify the user responsible for the allegedly infringing material that we have removed or disabled access to the material. We will terminate, under appropriate circumstances, users who are repeat copyright infringers, and we reserve the right, in our sole discretion, to terminate any user for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with us by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that we have removed or to which we have disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of U.S. District Court for the Eastern District of Pennsylvania, and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature.

Upon receipt of a valid counter-notification, we will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If we do not

receive any such notification within ten (10) days, we may restore the material to the Services.

The contact information for our Designated Agent is:

Grovara Inc.  
Attention: Copyright Agent  
312 River Rd  
Gladwyne PA 19035, U.S.A.  
Email: support@grovara.com

If you believe that any of your intellectual property rights other than copyrights have been infringed, please e-mail us at support@grovara.com. We reserve the right, in our sole and absolute discretion, to suspend or terminate any user who infringes the intellectual property rights of Grovara or others, and/or to remove, delete, edit or disable access to such person's content. You agree that we have no liability for any action taken under this section.

## **11. About Software in our Services**

The Services may enable you to access software running on our (or our vendors') servers (collectively, "Software"). You agree that we retain the ownership of all rights, title, and interest in and to the Software. Certain Software may update automatically on your device once a new version or feature is available, and you consent to such automatic updating.

Grovara gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Software to access the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of our Services or Software, nor may you reverse engineer or attempt to extract the source code of the Services or Software, unless laws prohibit those restrictions or you have our written permission.

There may be software programs contained within certain Software that have been licensed to us by third parties. The term "Software" as used herein shall refer to this third-party software except where the term "Software" is used in the context of our ownership. The same terms and conditions, including all limitations and restrictions, set forth in these Terms apply to each third-party software program contained in the Software. You acknowledge and agree that any third-party components are owned by their applicable licensors. We do not make any representations

or warranties about the operation or availability of such third-party software. Neither we, nor our licensors, shall be liable for any unavailability or removal of such third-party software. We are not responsible for any communications to or from such licensors, or for the collection or use of information by such licensors. You consent to the communications enabled and/or performed by such third-party software, including automatic updating of the third-party software without further notice. You agree that such third-party software licensors are intended third-party beneficiaries under these Terms.

## **12. Restricted Rights**

*The Platform and Services and any related information are commercial computer software and commercial computer software documentation, and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, the U.S. federal government's rights to use, reproduce or disclose such software, documentation and other information are restricted in accordance with the terms and conditions of this Agreement. Use, duplication or disclosure by the U.S. federal government is subject to the restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.*

## **13. Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, at any time, without any notice or liability.

You can stop using our Services at any time, although we'll be sorry to see you go. We may also stop providing Services to you, or add or create new limits to our Services, at any time.

In addition to those provisions which by their nature are intended to survive any termination or expiration of these Terms, Sections 8 and 13 - 23 shall specifically survive such termination or expiration.

## **14. Audit Rights**

While you use the Services and for a period of a period of two (2) years thereafter (the "**Record Retention Period**"), you shall maintain true and correct books of accounting containing records of all information pertinent to your activities in relation to your use of the Services ("**Records**"). During the Record Retention Period, Grovara or its agents shall be entitled to review, during your regular business hours and upon not less than five (5) days' prior written notice, the Records for the purpose of verifying your compliance with these Terms.

## **15. Your Warranties**

You represent and warrant to Grovara that: (i) you have the legal power and authority to enter into this Agreement, and have all rights, licenses, consents, and permissions necessary to grant the licenses set forth in these Terms; (ii) you shall not, and shall not permit or allow others to, upload, submit, store, publish or distribute any unlawful, infringing or libelous content, material, or data through the Services, or any content or material that contains viruses, worms, Trojan horses, malware or other surreptitious, harmful or invasive code; and (iii) and you have all rights and permissions necessary to provide Your Content to Grovara for processing in accordance with these Terms, and Your Content will not violate the rights of any third party or any applicable law, rule, or regulation.

## **16. Our Warranties and Disclaimers**

GROVARA IS A MARKETPLACE PROVIDER ONLY AND ENABLES BUYERS AND BRANDS TO DIRECTLY ENGAGE IN TRANSACTIONS TO BUY AND SELL PRODUCTS. GROVARA IS NOT A MANUFACTURER OR A RESELLER OF PRODUCTS. GROVARA SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES ARISING OUT OF OR RELATED TO THE MANUFACTURE, DESIGN, LABELING, PACKAGING, OR INSTRUCTIONS ASSOCIATED WITH THE PRODUCTS, ALL OF WHICH SHALL REMAIN THE SOLE RESPONSIBILITY OF BRAND. GROVARA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION IN CONNECTION WITH PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER GROVARA NOR ITS LICENSORS, SUPPLIERS, ADVERTISERS, OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE RELIABILITY OR AVAILABILITY OF THE SERVICES, OR THE ABILITY OF THE SERVICES TO MEET YOUR NEEDS. WE ALSO DO NOT MAKE ANY WARRANTIES OR COMMITMENT RELATING TO NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR ERROR-FREE OR UNINTERRUPTED OPERATIONS IN CONNECTION WITH THE SERVICES. WE PROVIDE THE SERVICES AND ALL INFORMATION PROVIDED THROUGH THE SERVICES "AS-IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES.

YOU AND YOUR HEIRS, SUCCESSORS, AND ASSIGNS HEREBY FOREVER IRREVOCABLY RELEASE, DISCHARGE, AND HOLD HARMLESS US, OUR AFFILIATES, AND OUR AND THEIR SUCCESSORS AND ASSIGNS, AND OUR AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM, AND AGREE NOT TO SUE ANY RELEASED PARTY FOR, ANY LIABILITIES, CLAIMS, OBLIGATIONS, SUITS, ACTIONS, DEMANDS, EXPENSES, AND DAMAGES WHATSOEVER (COLLECTIVELY,

"LIABILITIES") THAT YOU MAY HAVE AGAINST ANY RELEASED PARTY WHETHER EXISTING NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH YOUR OR A THIRD PARTY'S CONDUCT RELATED TO USE OF THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE FOREGOING SENTENCE RELEASES AND DISCHARGES ALL LIABILITIES, WHETHER OR NOT THEY ARE CURRENTLY KNOWN TO YOU, AND YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542. YOU UNDERSTAND THE MEANING OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." BY AGREEING TO THESE TERMS AND THIS WAIVER, YOU ASSUME ALL RISK ARISING FROM YET UNKNOWN CLAIMS.

## **17. Liability for our Services**

TO THE EXTENT NOT PROHIBITED BY LAW, GROVARA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, THE TOTAL LIABILITY OF GROVARA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, FOR ANY AND ALL CLAIMS UNDER THESE TERMS OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLY YOU THE SERVICES AGAIN).

IN ALL CASES RELATING TO PROVIDING YOU THE SERVICES, GROVARA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS, OR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE OR THAT IS DUE TO EVENTS OUTSIDE OF OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION WARS, ACTS OF TERROR, CRIMINAL ACTIVITIES, STORMS, DELAYS (INCLUDING, BUT NOT LIMITED TO, DELAYS SHIPPING THE PRODUCTS, OR FAILURES OR DELAYS OF COMMON CARRIERS), INADEQUATE TRANSPORTATION SERVICES, LACK OF WAREHOUSE OR STORAGE SPACE, EMBARGOES OR BLOCKADGES, STRIKES, LABOR STOPPAGES OR SLOWDOWNS, OR OTHER INDUSTRIAL DISTURBANCES, PUBLIC HEALTH EMERGENCY, NATURAL DISASTERS, ACTS OF GOVERNMENT, SUPPLY INTERRUPTIONS, OR TELECOMMUNICATION OR INTERNET FAILURES.

You agree that the disclaimer of warranties in Section 16 and limitations of liability in this Section 17 are a material inducement and consideration for Grovara to enter into these Terms and provide the Services and Documentation at their current pricing. Accordingly, such provisions shall be enforced as written even if a remedy fails of its essential purpose.

**18. Business/Employer Uses of our Services**

If you are using our Services on behalf of a business or employer, you are accepting these Terms on their behalf, and that business or employer agrees to be bound by these Terms.

**19. Indemnification**

You hereby agree to indemnify, defend, and hold harmless Grovara, its affiliated companies, and its and their predecessors, successors, and assigns, and its and their respective directors, officers, employees, agents, representatives, partners, and contractors from and against all claims, losses, expenses, damages, judgments, fines and costs (including, but not limited to, reasonable attorneys' fees), resulting from or arising out of your actual or alleged breach of these Terms, your use of the Ledger and any entries you make or agree to in Ledger Entries, your failure to timely communicate any Shipping Clearance Requirements as set forth in Section 8, any Content you provide through the Services, or your use or misuse of the Services. However, you will not be responsible for claims, damages, and costs which are found by a court of competent jurisdiction to have arisen solely from our violation of applicable law.

**20. Grovara Marketplace Relationship Exclusivity**

You hereby acknowledge that has incurred substantial time and expense in development and operation of the Services. Therefore, notwithstanding anything to the contrary, unless otherwise agreed to in writing by Grovara, you agree that during the term of these Terms and for a period of twenty-four (24) months after any termination or expiration hereof, you shall not directly or indirectly continue, initiate or resume any relationship with a Buyer or Brand for which the introduction occurred via the Services. If, notwithstanding the previous sentence or anything these Terms to the contrary, you continue, initiate or resume any relationship with a Buyer or Brand for which the introduction occurred via the Services, you shall pay to Grovara, as liquidated damages and not as a penalty, a conversion fee of \$100,000, to be paid within thirty (30) days of Grovara notifying you of our awareness that such relationship has continued. You acknowledge that the damages Grovara may incur in the event of a breach of this Section 20 are difficult to measure, and the foregoing conversion fee represents a reasonable estimate of such damages. The foregoing conversion fee is without limitation to any other equitable and legal remedies that Grovara may seek in the event that you continue any relationship with a Buyer or Brand for which the introduction occurred via the Services.

Relationships with a specific Buyer or Brand may be exempted from the restrictions set forth in this Section 20 if such relationship(s) (i) existed before you began using the Services, and (ii) you notify a Grovara admin of their existence in writing via the Services and such

existence is approved by the Grovara admin. Additionally, you may notify Grovara in writing of specific brands, geographic markets, or market segments you wish to be excluded from your instance of the Services, and any such brand, market, or segment shall not be subject to the restrictions set forth in this Section 20.

## **21. About these Terms**

These Terms supersede all previous agreements and understandings, whether oral or written, between you and Grovara with respect to its subject matter and the use of the Services. We may modify these Terms or any additional terms that apply to a Service for any reason, for example, to reflect changes to the law or changes to our Services. You should look at the Terms regularly and the "Last Updated" date at the beginning of these Terms. We'll use reasonable efforts to give you notice of these modifications, such as posting notice of modifications to these Terms on this web page, through the Services, or via email. By continuing to use the Services after we make these modifications, you agree that you will be subject to the modified Terms. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these Terms and any additional terms for a Service, the additional terms will control for that conflict.

All notices or reports shall be in writing and shall be delivered by personal delivery, facsimile transmission, e-mail, overnight mail or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or upon acknowledgment or confirmation of receipt of e-mail or facsimile transmission. Notices to Grovara shall be sent to 312 River Rd., Gladwyne PA 19035 (or such other address as Grovara designates by notice sent pursuant to this paragraph), and shall be addressed to Peter Groverman at support@grovara.com. All notices to you may be sent to the latest business or e-mail address associated with your account.

If any provision of these Terms is deemed unenforceable or invalid by law or by a court decision, the provision shall be changed and interpreted if possible to accomplish the intent of the provision within the constraints of the law. Only that provision that is deemed unenforceable or invalid, and not the entire Terms, shall be invalidated.

These Terms control the relationship between Grovara and you. They do not create any third-party beneficiary rights (except in the limited case of Section 22). If one party fails to enforce a provision of these Terms, it shall not be precluded from enforcing the same provision at another time. To be effective any waiver must be in writing and executed by an authorized signatory of the party to be charged.

Grovara shall not accept, and these Terms do not operate as an acceptance of, any different or additional terms and conditions (including in any purchase order or similar document you provide to Grovara), and these

Terms shall prevail over any such different or additional provisions of purchase order or any other instruments you originate.

The laws of the United States and the Commonwealth of Pennsylvania, excluding Pennsylvania's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services.

You may not assign or delegate your rights or obligations relating to these terms or your account for the Services without our prior written consent. We may assign these terms or assign or delegate any of our rights or obligations at any time.

Grovvara may issue a press release regarding your entry into this Agreement and use of the Services, the contents of which shall be subject to your prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Grovvara may also, without consent, refer to you as a client or user of the Services in marketing materials, trade shows and other promotional or industry-focused communications. Otherwise, Grovvara will not use your name, logos or trademarks for any publicity or promotional purpose without obtaining your prior written consent.

The parties acknowledge that each party had the opportunity to engage counsel in connection with reviewing and negotiating these Terms and that, accordingly, no draftsman's presumption or similar rule of construction shall be applied to construe these Terms in favor of or against either party.

## **22. Third Party Terms**

You agree that in addition to these Terms, your use of our mobile app is subject to the usage rules set forth in Apple's App Store terms of service, if you download our app from the App Store, or in Google's Play terms of service, if you download the app from Google Play, or any other third party platform, developer or distributor end-user license agreement and/or terms and conditions by which you agree to be bound when you download our mobile app or otherwise access the Services.

Without limiting the generality of the foregoing, if you downloaded our mobile app from Apple, you and Grovvara acknowledge and agree to the following: This agreement is concluded between you and Grovvara only, and not with Apple Inc. ("Apple"). The mobile app downloaded from Apple may only be used on Apple hardware products. Grovvara, not Apple, is solely responsible for the app and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the app. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the app, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Grovvara's sole responsibility. Grovvara, not Apple, is responsible for addressing any claims by you or any third party relating to the app or your possession and/or use of the app, including, but not limited to: (i)

product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the app or your possession and use of the app infringes that third party's intellectual property rights, Apple will have no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and upon your acceptance of the terms and conditions of the agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the agreement against you as a third-party beneficiary thereof.]

### **23. Binding Arbitration**

Without limiting your waiver and release in Section 16, you agree to the following:

**a. Purpose.** Any and all Disputes (as defined below) involving you and Grovara will be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This Section 23 (the "Arbitration Provision") shall be broadly interpreted. Notwithstanding anything to the contrary in these Terms, this Section 23 does not apply to an action by either party to enjoin the infringement or misuse of its intellectual property rights, including copyright, trademark, patent or trade secret rights.

**b. Definitions.** The term "Dispute" means any claim or controversy related to the Services or the Software, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before these Terms or any prior agreement; (3) claims that arise after the expiration or termination of these Terms; and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. As used in this Arbitration Provision, "Grovara" means Grovara, Inc., and any of its predecessors, successors, assigns, parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents, and "you" means you and any users or beneficiaries of your access to the Services or the Software.

**c. Initiation of Arbitration Proceeding/Selection of Arbitrator.** The party initiating the arbitration proceeding may open a case with JAMS, formerly Judicial Arbitration and Mediation Services, Inc., ("JAMS") by visiting its website ([www.jamsadr.com](http://www.jamsadr.com)) or calling its toll-free number (1-800-352-5267). You may deliver any required or desired notice to Grovara by mail to 312 River Rd., Gladwyne PA 19035.

**d. Right to Sue in Small Claims Court.** Notwithstanding anything in this Arbitration Provision to the contrary, either you or Grovara may bring an individual action in a small claims court in the area where you access the Services if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

**e. Arbitration Procedures.** This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") as modified by the version of this Arbitration Provision that is in effect when you notify Grovara about your Dispute. You can obtain the JAMS Rules from the JAMS by visiting its website ([www.jamsadr.com](http://www.jamsadr.com)) or calling its toll-free number (1-800-352-5267). If there is a conflict between this Arbitration Provision and the rest of these Terms, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the JAMS rules, this Arbitration Provision shall govern. If JAMS will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the JAMS Rules. A single arbitrator will resolve the Dispute. Unless you and Grovara agree otherwise, any arbitration hearing will take place in Philadelphia, PA. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

**f. Waiver of Class Actions and Collective Relief.** THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS OR USERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. 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.

**g. Arbitration Fees and Costs.** If your claim seeks more than \$75,000 in the aggregate, the payment of the JAMS fees and costs will be governed by the JAMS Rules. If your claims seek less than \$75,000 in the aggregate, the payment of the JAMS fees and costs will be Grovara's responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth

in Federal Rule of Civil Procedure 11(b)), the payment of the JAMS's fees and costs shall be governed by the JAMS Rules and you shall reimburse Grovara for all fees and costs that were your obligation to pay under the JAMS Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, Grovara will pay all fees and costs that it is required by law to pay.

**h. Severability and Waiver of Jury Trial.** If any part of subsection (f) of this Arbitration Provision is found to be illegal or unenforceable, the entire Arbitration provision will be unenforceable and the Dispute will be decided by a court. WHETHER IN COURT OR IN ARBITRATION, YOU AND GROVARA AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW. If any other clause in this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision and the remainder of this Arbitration Provision will be given full force and effect.

**i. Continuation.** This Arbitration Provision will survive the termination or expiration of these Terms.

# Grovara® Buyer Supplemental Terms

Last Updated November 8, 2025

These Grovara Buyer Supplemental Terms (these "Buyer Terms," and collectively, with the Grovara General Terms of Service (the "General Terms") and all related Order Forms, this "Agreement") is an agreement between Grovara, Inc., a Delaware corporation ("Grovara"), and the organization identified by Grovara as accessing or using the Services (as defined below) ("you", "your", or "Buyer"). These Terms apply to your use of the Services when acting as a Buyer.

**BEFORE ACCESSING OR USING THE SERVICES AS A BUYER, YOU MUST READ THIS AGREEMENT CAREFULLY. BY (1) CLICKING A BOX OR BUTTON INDICATING ACCEPTANCE OF THIS AGREEMENT, (2) ACKNOWLEDGING ACCEPTANCE OF THIS AGREEMENT IN A SEPARATE DOCUMENT REFERENCING OR INCORPORATING THE TERMS OF THIS AGREEMENT, (3) ACCEPTING THIS AGREEMENT IN ANY OTHER MANNER SPECIFIED BY GROVARA, AND/OR (4) ACCESSING OR USING THE SERVICES AVAILABLE TO BUYERS, YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE COMPANY YOU WORK FOR OR REPRESENT. BY ACCEPTING THIS AGREEMENT ON BEHALF OF SUCH COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE SERVICES AS A BUYER.**

## **24. Definitions**

As used herein, the following terms shall have the definitions set forth below:

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means ownership or the power to dispose of greater than fifty percent (50%) of any outstanding voting class of equity securities or interests in the subject entity.

"Services" means the provision of access to and use of the Platform as software-as-a-service to Buyer in accordance with the terms of this Agreement.

"User" means an individual under the control of Buyer to whom Buyer has issued a personal user ID and password to access and use the Services. User does not mean a corporation, company, partnership, association, entity, or organization.

### **• Buyer Responsibilities.**

- O Agreements with Brands.** Buyer will be solely responsible for entering into one or more agreements with each Brand from whom

Buyer purchases Products in connection with Buyer's use of the Services (each, a "Brand-Buyer Agreement"). BUYER UNDERSTANDS AND AGREES THAT GROVARA IS NOT A PARTY TO OR RESPONSIBLE FOR ANY BRAND-BUYER AGREEMENT THAT BUYER MAY ENTER INTO, OR FOR ANY PART'S PERFORMANCE UNDER ANY BRAND-BUYER AGREEMENT. GROVARA DISCLAIMS ALL LIABILITY WITH RESPECT TO BUYER'S BRAND-BUYER AGREEMENTS AND BUYER'S RELATIONSHIP OR INTERACTIONS WITH BRANDS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. GROVARA HAS NO CONTROL OVER THE CONDUCT OF BUYER OR THE BRANDS ENGAGED BY BUYER. Buyer acknowledges and agrees that once a Brand-Buyer Agreement has been created, only a Brand or a Grovara admin may cancel the Brand-Buyer Agreement. You may request that a Brand cancel the Brand-Buyer Agreement through the Services or by sending Grovara Admin an email.

• **Ordering Services; Payment; Termination**

- **Ordering Services.** An Order Form submitted by Buyer will be binding on both parties when Grovara chooses to accept such Order Form electronically, or otherwise when an Order Form is signed by an authorized representative of each party.
- **Fees.** Subscription, usage, and other fees will be as set forth on each Order Form. Grovara may modify its pricing at any time, effective on thirty (30) days prior written notice to Buyer (email sufficing). If Buyer chooses to continue receiving the Services after the price change goes into effect, then it will be deemed to have accepted the price change; if it does not accept the price change, then it may cancel its subscription as described in Section 5.7 below. All fees are payable in advance unless a different payment schedule is expressly set forth in an Order Form. If for any reason Grovara cannot collect amounts owed under this Agreement when due, Grovara, in addition to any other remedies available to it, may immediately suspend or terminate Buyer's access to or use of the Services.
- **Buyer Compensation and Invoicing.** Compensation arrangements between Buyer and any Buyer engaged by Buyer shall be set forth in a Brand-Buyer Agreement between Buyer and such Buyer. Buyer agrees that Grovara shall pay Buyers based on the compensation arrangements set forth in such Brand-Buyer Agreements, and that Buyer shall reimburse Grovara, plus an administrative fee (as set forth in the applicable Order Form), for all such payments.
- **Taxes.** Buyer shall be responsible for any applicable sales, use, value added or similar taxes payable with respect to Buyer's use of the Services, or arising out of or in connection with this Agreement (including but not limited to any such taxes payable with respect to compensation of Buyers

engaged by Buyer), unless such taxes levied or imposed are based upon Grovara's net income. If Buyer has tax-exempt status, Buyer shall provide written evidence of such status to Grovara.

- O Billing Disputes.** Buyer must provide Grovara with written notice of any disputed charges within seven (7) days after the disputed charge is incurred. All disputes not raised within this timeframe shall be deemed waived. If a dispute is submitted within this timeframe, Buyer is responsible for paying the undisputed portion of the charges on or before the due date. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges and reasons for the dispute.
- O General.** All amounts due under this Agreement to Grovara shall be payable in U.S. dollars. Grovara may charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less. In the event that Grovara must utilize a collection agency or institute legal proceedings to collect any fees or other amounts due under this Agreement, Buyer shall be liable for all reasonable attorneys' fees, agency costs and other costs associated therewith.
- O Termination.** Subject to any outstanding Brand-Buyer Agreements, Buyer may cancel its subscription for the Services at any time by providing written notice to Grovara. Grovara may terminate the Agreement and Buyer's access to and use of the Services (i) for non-payment as provided in Section 3.2 above; (ii) immediately upon notice via e-mail or written notification sent to the current Buyer e-mail or business address associated with Buyer's account if Buyer breaches any use restrictions set forth in this Agreement; (iii) upon fifteen (15) days' prior notice sent via e-mail or written notification if Buyer materially breaches any other provision of this Agreement and fails to cure such breach during the seven (7) day notice period; or (iv) immediately upon e-mail or written notice in the event Buyer undergoes a dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, assignment for the benefit of creditors, or the appointment of a receiver, trustee, custodian, or similar agent for Buyer's business or property.
- O Obligations upon and Effect of Termination.** Upon any termination of this Agreement, (i) all licenses granted to Buyer under this Agreement shall automatically terminate, (ii) Buyer agrees to return to Grovara or destroy (at Grovara's instruction) all copies of the Documentation in its possession and (if requested by Grovara) provide written certification from an officer of Buyer to that effect, and

(iii) Grovara may destroy and/or delete any Buyer Content retained or hosted by Grovara.

**O Survival.** In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement (including this Section 3.9), Sections 3.2-3.6, 3.8, 5, and 6 of this Agreement shall specifically survive such termination or expiration.

- **Buyer Warranties.** Buyer represents and warrants to Grovara that: (i) Buyer has all requisite right, power, and authority to agree to these Buyer Terms, to perform its obligations hereunder, and to accept orders and conduct all related business transactions and activities on the Services as contemplated under this Agreement; and (ii) Buyer will at all times comply with all requirements of any applicable domestic or foreign federal, state, provincial or local law, regulation, staff report or guidance, ordinance or judicial decree of the place where the Products are re-sold or distributed by Buyer in connection with the Products, including their importation and resale.
- **Indemnification.** In addition to the indemnification obligations set forth in Section 19 of the General Terms, Buyer shall indemnify, defend, and hold harmless Grovara from any out-of-pocket claims, losses, expenses, damages, judgments, fines and costs (including reasonable attorneys' fees and other litigation expenses) incurred in connection with a Claim relating to or arising out of (i) an actual or alleged breach by Buyer of its representations and warranties in this Agreement, (ii) any dispute between Buyer and a Brand, (iii) Brand-Buyer Agreements, (iv) any storage, import, export, shipping, distribution, or resale by or on behalf of Buyer of any Product; and/or (v) any allegation of damage to tangible property, or illness, personal injury or death, including, without limitation, any product liability or similar claims in connection with any Products imported, purchased or resold by You. However, you will not be responsible for claims, damages, and costs that are found by a court of competent jurisdiction to have arisen solely from our violation of applicable law.
- **General.** In the event of any inconsistencies between these Grovara Brand Supplemental Terms, the General Terms, and any Order Form, the conflict shall be resolved in the following decreasing order of priority: (i) the Order Form, (ii) these Grovara Buyer Supplemental Terms; and (iii) the General Terms.

# Grovara® Brand Supplemental Terms

Last Updated November 8, 2025

These Grovara Brand Supplemental Terms (these "Brand Terms," and collectively, with the Grovara General Terms of Service (the "General Terms") and all related Order Forms, this "Agreement") is an agreement between Grovara, Inc., a Delaware corporation ("Grovara"), and the organization identified by Grovara as accessing or using the Services (as defined below) ("you", "your", or "Brand"). These Brand Terms apply to your use of the Services when acting as a Brand.

**BEFORE ACCESSING OR USING THE SERVICES AS A BRAND, YOU MUST READ THIS AGREEMENT CAREFULLY. BY (1) CLICKING A BOX OR BUTTON INDICATING ACCEPTANCE OF THIS AGREEMENT, (2) ACKNOWLEDGING ACCEPTANCE OF THIS AGREEMENT IN A SEPARATE DOCUMENT REFERENCING OR INCORPORATING THE TERMS OF THIS AGREEMENT, (3) ACCEPTING THIS AGREEMENT IN ANY OTHER MANNER SPECIFIED BY GROVARA, AND/OR (4) ACCESSING OR USING THE SERVICES AVAILABLE TO BRANDS, YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE COMPANY YOU WORK FOR OR REPRESENT. BY ACCEPTING THIS AGREEMENT ON BEHALF OF SUCH COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE BRAND TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE SERVICES AS A BRAND.**

## **30. Definitions**

As used herein, the following terms shall have the definitions set forth below:

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means ownership or the power to dispose of greater than fifty percent (50%) of any outstanding voting class of equity securities or interests in the subject entity.

"User" means an individual under the control of Brand to whom Brand has issued a personal user ID and password to access and use the Services. User does not mean a corporation, company, partnership, association, entity, or organization.

### **• Brand Responsibilities and Product Requirements.**

- O Agreements with Buyers.** Brand will be solely responsible for entering into one or more agreements with each Buyer to whom Brand sells Products in connection with Brand's use of the Services (each, a "Purchase Order"). Grovara recommends that all Brands enroll in EXIM Bank payment insurance. [LINK \(Export-Import Bank of the United States\)](#). BRAND UNDERSTANDS

AND AGREES THAT GROVARA IS NOT A PARTY TO OR RESPONSIBLE FOR ANY PURCHASE ORDER THAT BRAND MAY ENTER INTO, OR FOR ANY PART'S PERFORMANCE UNDER ANY PURCHASE ORDER. GROVARA DISCLAIMS ALL LIABILITY WITH RESPECT TO BRAND'S PURCHASE ORDERS AND BRAND'S RELATIONSHIP OR INTERACTIONS WITH BUYERS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. GROVARA HAS NO CONTROL OVER THE CONDUCT OF BRAND OR THE BUYERS ENGAGED BY BRAND.

- Labeling and Documentation Requirements. Brand agrees to upload all label, packaging and other information relating to the Products required by the Services or applicable laws, including all Brand or Products registration and shipping documentation required for exports, in addition to nutritional panel information that complies with all applicable laws, and all required permissions or authorizations (collectively, "Product Documentation"). Grovara may, as part of the Services, assist in directing Brand to the right government agencies or other sources for procurement and drafting of Product Documentation. However, Brand will be solely responsible for procuring, completing and confirming that all Product Documentation, including label claims, are in compliance with applicable laws. Grovara and/or Buyers may reject or return any Products if the Products packaging is not consistent with the approved packaging or if the Products or Product Documentation fails to comply with any applicable law.
  
- Grovara Product Specifications. Brand agrees to provide and continue to provide Grovara with complete and accurate information regarding Brand's production processes and record keeping practices and record keeping practices and Products specification data. "Product Specifications" means all Product Documentation, Products specifications, Products labeling claims or any other Product information provided by Brand. Brand represents and warrants that all Product Specifications comply with applicable laws and that all Product Specifications are true and correct. Brand agrees to maintain appropriate documentation evidencing compliance with this Section 2.3 and agree to grant Grovara reasonable access to this documentation for purposes of verifying such compliance. No proposed change to the Product Specifications will be deemed accepted by us unless Grovara agrees to the change in writing. Brand agrees to promptly notify Grovara in writing if Brand become aware that any Product fails to comply with any Product Specification. The term "applicable laws" includes all requirements of any applicable domestic or foreign federal, state, provincial or local law, regulation, staff report or guidance, ordinance or judicial decree of the place where the Products are produced, packaged or sold.

- Label Claims and Certifications. If a Product makes any label claims such as organic, gluten free, kosher, "Non-GMO," "Non-GMO Verified" or includes any other certification mark on its packaging, Brand agrees to provide Grovara with a copy of the applicable certificates of compliance upon Grovara's request.
  
- Inventory Guarantee and Penalties. Brand agrees to guarantee the availability of inventory of Products. Brand agrees to promptly notify the Buyer and Grovara of any Product shortages, decreased availability or "out of stocks" impacting delivery under any Purchase Order, through the Services or by other means of communication. Your failure to adequately notify Grovara in accordance with industry-standard notification practices, may result in damages to Grovara. Brand also agrees that it will be subject to the following penalties for performance failures, including inventory shortages not communicated to Grovara in writing at least fourteen (14) days advance notice, product or facility not ready for scheduled pick-ups (rejected pick-ups on agreed dates), and failure to produce proper documentation for orders:
  - Short an Order: \$100 per pallet
  - Send Short Dated Product: \$100 per pallet + Disposal Fees + Costs
  - Send Wrong Inventory: \$100 per pallet + Return Fees + Costs
  - Take Excessive Time To Ship: \$100 per week
  - Failure to Communicate in a respectful/timely fashion: \$100 per Instance
  - Failure to Fill an Order: Expulsion from the Platform
  - Circumventing Platform: Expulsion from Platform.
  
- Brand Samples. As part of the Services, Brand agrees to provide Product samples ("Samples") to Buyers. Brand shall be responsible for all costs associated with the domestic (within the United States) storage, processing, shipping, handling, delivery, and other services related to Samples, up to five hundred dollars (USD \$500), after which such costs will be negotiated between Brand and Buyers on a case-by-case basis. International shipping of Samples shall be paid by Buyers via a reimbursement in such Buyer's first Purchase Order with Brand. Brand also agrees to procure any necessary insurance for Samples. If Grovara pays any such costs on behalf of Brand, Grovara shall promptly invoice Brand for, and Brand agrees to pay, such costs. Any provision by Grovara (including its subcontractors) of Samples to any Buyers is contingent on Grovara's receipt of the same from Brand. Title

to all Samples will at all times remain with Brand until delivered to the applicable Buyers, at which time title to such Samples will pass directly from Brand to such Buyers. Brand represents and warrants that all Samples will be provided to and used by Buyers in accordance with applicable laws, rules and regulations, and acknowledges that Grovara will have no liability with respect thereto.

- O Recalls. Brand shall fully cooperate with Grovara, at Brand's own expense, in complying with all with any recall of a Product, including recalls required by a governmental entity or conducted by Brand or a Buyer.

• **Ordering Services; Payment; Termination**

- O **Ordering Services**. An Order Form submitted by Brand will be binding on both parties when Grovara chooses to accept such Order Form electronically, or otherwise when an Order Form is signed by an authorized representative of each party.
  - **GrovaraPro Dealer**. Brand may engage Grovara, via an Order Form, to source for Brand a fractional sales manager and to provide other related services, as set forth in the applicable Order Form. Brand understands and agrees that any such fractional sales manager is a third-party subcontractor and not an employee or agent of Grovara, and that Grovara makes no representation or warranties related to the performance of such fractional sales manager and hereby disclaims all liability for the performance or non-performance of such fractional sales manager.
  - **GrovaraPro Marketing**. Brand may engage Grovara, via an Order Form, to provide the GrovaraPro Marketing services set forth in the applicable Order Form.
- O **Fees**. Subscription, usage, and other fees will be as set forth on each Order Form. Grovara may modify its pricing at any time, effective on thirty (30) days prior written notice to Brand (email sufficing). If Brand chooses to continue receiving the Services after the price change goes into effect, then it will be deemed to have accepted the price change; if it does not accept the price change, it must discontinue its use of the Services. All fees are payable in advance unless a different payment schedule is expressly set forth in an Order Form. If for any reason Grovara cannot collect amounts owed under this Agreement when due, Grovara, in addition to any other remedies available to it, may immediately suspend or terminate Brand's access to or use of the Services.

- O Buyer Compensation and Invoicing.** Compensation arrangements between Brand and any Buyer engaged by Brand shall be set forth in a Purchase Order between Brand and such Buyer. Brand agrees that Grovara shall pay Buyers based on the compensation arrangements set forth in such Purchase Orders, and that Brand shall reimburse Grovara, plus an administrative fee (as set forth in the applicable Order Form), for all such payments.
- O Taxes.** Brand shall be responsible for any applicable sales, use, value added or similar taxes payable with respect to Brand's use of the Services, or arising out of or in connection with this Agreement (including but not limited to any such taxes payable with respect to compensation of Buyers engaged by Brand), unless such taxes levied or imposed are based upon Grovara's net income. If Brand has tax-exempt status, Brand shall provide written evidence of such status to Grovara.
- O Billing Disputes.** Brand must provide Grovara with written notice of any disputed charges within seven (7) days after the disputed charge is incurred. All disputes not raised within this timeframe shall be deemed waived. If a dispute is submitted within this timeframe, Brand is responsible for paying the undisputed portion of the charges on or before the due date. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges and reasons for the dispute.
- O General.** All amounts due under this Agreement to Grovara shall be payable in U.S. dollars. Grovara may charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less. In the event that Grovara must utilize a collection agency or institute legal proceedings to collect any fees or other amounts due under this Agreement, Brand shall be liable for all reasonable attorneys' fees, agency costs and other costs associated therewith.
- O Termination.** Subject to any outstanding Purchase Orders, Brand may cancel its subscription for the Services at any time by providing written notice to Grovara. Grovara may terminate the Agreement and Brand's access to and use of the Services (i) for non-payment as provided in Section 3.2 above; (ii) immediately upon notice via e-mail or written notification sent to the current Brand e-mail or business address associated with Brand's account if Brand breaches any use restrictions set forth in this Agreement; (iii) upon fifteen (15) days' prior notice sent via e-mail or written notification if Brand materially breaches any other provision of this Agreement and fails to cure such breach during the

seven (7) day notice period; or (iv) immediately upon e-mail or written notice in the event Brand undergoes a dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, assignment for the benefit of creditors, or the appointment of a receiver, trustee, custodian, or similar agent for Brand's business or property.

**O Obligations upon and Effect of Termination.** Upon any termination of this Agreement, (i) all licenses granted to Brand under this Agreement shall automatically terminate, (ii) Brand agrees to return to Grovara or destroy (at Grovara's instruction) all copies of the Documentation in its possession and (if requested by Grovara) provide written certification from an officer of Brand to that effect, and (iii) Grovara may destroy and/or delete any Brand Content retained or hosted by Grovara.

**O Survival.** In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement (including this Section 3.9), Sections 3.2-3.6, 3.8, 5, and 6 of this Agreement shall specifically survive such termination or expiration.

**33. Brand Warranties.** Brand represents and warrants to Grovara that: (i) upon payment to Brand, the Buyer will own the Product shipment free of any security interest, lien, pledge or other encumbrance of any nature; (iii) Brand and its Users shall at all times comply, and will ensure that any Buyers Brand engages via the Services comply, with any laws, rules, and regulations applicable to their activities in connection with this Agreement, including without limitation with respect to the operation of Brand's production facilities and other business and labor practice; and (iii) Brand will have a products liability insurance policy providing coverage for at least \$1,000,000 and any other insurance necessary for Brand to meet Brand's obligations under these Brand Terms. Brand further represents and warrants that all Products, at the time of receipt at the "Ship To" address in a Purchase Order, (a) will be sellable and free from defects; (b) will include packaging that is in compliance with all reasonable safety standards for the country from which and to which the Product is shipped; (c) will not pose a health or safety hazard when used for their intended purpose in accordance with applicable Product Specifications, including Product labeling will not be contaminated with a foreign substance or contain any rancid or spoiled ingredient; (d) will not include any ingredient that has not been disclosed in the Product Specifications; (e) will not include any allergen or be processed in a facility that uses an allergen in production processes unless it has been disclosed on the label in accordance with applicable laws; (f) will not include any illegal, misleading or untrue label claim; (g) will not be prepared, packed or held under insanitary conditions; (h) will not be adulterated or misbranded within the meaning of applicable law;

(i) will not infringe or misappropriate any third party copyright, trademark, patent, or trade secret right, or any third party privacy right or any other proprietary right of any third party; (j) will comply with all applicable laws; and (k) will be consistent with its original quality at all times during its designated shelf life (assuming proper storage and handling after delivery).

**34. Indemnification.** In addition to the indemnification obligations set forth in Section 19 of the General Terms, Brand shall indemnify, defend, and hold harmless Grovara from any out-of-pocket claims, losses, expenses, damages, judgments, fines and costs (including reasonable attorneys' fees and other litigation expenses) incurred in connection with a Claim relating to or arising out of (i) an actual or alleged breach by Brand of its representations and warranties in this Agreement, (ii) Buyer's, Grovara's or a third-party's design, manufacturing, storage, processing, shipping, handling, or delivery of Products, (iii) Purchase Orders, (iv) a Product recall, whether required by a governmental agency or voluntary, and/or (v) the Brand Content, Products, or other information or materials provided by or on behalf of Brand, including, without limitation, any allegation of infringement or misappropriation of any third party copyright, trademark, patent, trade secret, or privacy right, or any allegation of damage to tangible property, or illness, personal injury or death, including, without limitation, any product liability or similar claims.

**35. General.** In the event of any inconsistencies between these Grovara Brand Supplemental Terms, the General Terms, and any Order Form, the conflict shall be resolved in the following decreasing order of priority: (i) the Order Form, (ii) these Grovara Brand Supplemental Terms; and (iii) the General Terms.

# Grovara® Broker-Dealer Supplemental Terms

Last Updated November 8, 2025

These Grovara Broker-Dealer Supplemental Terms (these "Broker-Dealer Terms," and collectively, with the Grovara General Terms of Service (the "General Terms") and all related Order Forms, this "Agreement") is an agreement between Grovara, Inc., a Delaware corporation ("Grovara"), and the organization identified by Grovara as accessing or using the Services (as defined below) ("you", "your", or "Broker-Dealer"). These Terms apply to your use of the Services when acting as a Broker-Dealer.

**BEFORE ACCESSING OR USING THE SERVICES AS A BROKER-DEALER, YOU MUST READ THIS AGREEMENT CAREFULLY. BY (1) CLICKING A BOX OR BUTTON INDICATING ACCEPTANCE OF THIS AGREEMENT, (2) ACKNOWLEDGING ACCEPTANCE OF THIS AGREEMENT IN A SEPARATE DOCUMENT REFERENCING OR INCORPORATING THE TERMS OF THIS AGREEMENT, (3) ACCEPTING THIS AGREEMENT IN ANY OTHER MANNER SPECIFIED BY GROVARA, AND/OR (4) ACCESSING OR USING THE SERVICES AVAILABLE TO BROKER-DEALERS, YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE COMPANY YOU WORK FOR OR REPRESENT. BY ACCEPTING THIS AGREEMENT ON BEHALF OF SUCH COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE SERVICES AS A BROKER-DEALER.**

## **36. Definitions**

As used herein, the following terms shall have the definitions set forth below:

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means ownership or the power to dispose of greater than fifty percent (50%) of any outstanding voting class of equity securities or interests in the subject entity.

"User" means an individual under the control of Broker-Dealer to whom Broker-Dealer has issued a personal user ID and password to access and use the Services. User does not mean a corporation, company, partnership, association, entity, or organization.

### **• Broker-Dealer Responsibilities.**

- 0 Recruitment of Companies. Broker-Dealer shall use its best efforts to market to and actively invite potential Brands or Buyers which do not yet currently use the Services (each such company, a "Prospect"). For each Prospect invited by Broker-Dealer that joins and uses the Services (each, a "Recruited Company"), Broker-Dealer shall be compensated for orders

placed or received by the Recruited Company through the Services on the terms set forth on Services, as amended from time to time by Grovara at Grovara's sole discretion. Broker-Dealer will not make any claim or representation relating to the performance or functionality of the Services other than as expressly set forth by Grovara in the Documentation.

- Grovara House Accounts. Grovara may, in its sole discretion and on a case by case basis, offer to introduce Broker-Dealer to Brands or Buyers already participating in the Platform (each, a "House Account"). For each such House Account to whom Broker-Dealer is introduced, Broker Dealer may be compensated for engagement with such House Accounts through the Services on the terms set forth on the Services, as amended from time to time by Grovara at Grovara's sole discretion.
- Grovara Trainings. Upon written request from Grovara, Broker-Dealer shall participate in Grovara-provided trainings, in order to stay informed on international trade regulations, platform updates, and global trade best practices.
- Teammates. As part of its use of the Services, Broker-Dealer may create sub-User accounts called "Teammates" to assist Broker-Dealer with relationship management. Broker-Dealer is fully and solely responsible for the acts or omissions of any Teammate Broker-Dealer creates or otherwise allows to operate under Broker-Dealer's account. Any and all expenses incurred by Teammates are the sole responsibility of Broker-Dealer, and Grovara shall have no liability arising from Teammates.
- Retainer Agreements with Recruited Companies. Broker-Dealer will be solely responsible for entering into one or more retainer agreements with each Recruited Company Broker-Dealer recruits to the Services. (each, a "Retainer Agreement"). Retainer Agreements shall set forth, at a minimum, transparent compensation protocols between the Recruited Company and Broker-Dealer. BROKER-DEALER UNDERSTANDS AND AGREES THAT GROVARA IS NOT A PARTY TO OR RESPONSIBLE FOR ANY RETAINER AGREEMENT THAT BROKER-DEALER MAY ENTER INTO, OR FOR ANY PART'S PERFORMANCE UNDER ANY RETAINER AGREEMENT. GROVARA DISCLAIMS ALL LIABILITY WITH RESPECT TO BROKER-DEALER'S RETAINER AGREEMENTS AND BROKER-DEALER'S RELATIONSHIP OR INTERACTIONS WITH RECRUITED COMPANIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW. GROVARA HAS NO CONTROL OVER THE CONDUCT OF BROKER-DEALER OR THE RECRUITED COMPANIES ENGAGED BY BROKER-DEALER.

• **Ordering Services; Payment; Termination**

- O Ordering Services.** An Order Form submitted by Broker-Dealer will be binding on both parties when Grovara chooses to accept such Order Form electronically, or otherwise when an Order Form is signed by an authorized representative of each party.
- O Fees.** Subscription, usage, and other fees will be as set forth on each Order Form. Grovara may modify its pricing at any time, effective on thirty (30) days prior written notice to Broker-Dealer (email sufficing). If Broker-Dealer chooses to continue receiving the Services after the price change goes into effect, then it will be deemed to have accepted the price change; if it does not accept the price change, then it may cancel its subscription as described in Section 5.7 below. All fees are payable in advance unless a different payment schedule is expressly set forth in an Order Form. If for any reason Grovara cannot collect amounts owed under this Agreement when due, Grovara, in addition to any other remedies available to it, may immediately suspend or terminate Broker-Dealer's access to or use of the Services.
- O Taxes.** Broker-Dealer shall be responsible for any applicable sales, use, value added or similar taxes payable with respect to Broker-Dealer's use of the Services, or arising out of or in connection with this Agreement (including but not limited to any such taxes payable with respect to compensation of Buyers engaged by Broker-Dealer), unless such taxes levied or imposed are based upon Grovara's net income. If Broker-Dealer has tax-exempt status, Broker-Dealer shall provide written evidence of such status to Grovara.
- O Billing Disputes.** Broker-Dealer must provide Grovara with written notice of any disputed charges within seven (7) days after the disputed charge is incurred. All disputes not raised within this timeframe shall be deemed waived. If a dispute is submitted within this timeframe, Broker-Dealer is responsible for paying the undisputed portion of the charges on or before the due date. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges and reasons for the dispute.
- O General.** All amounts due under this Agreement to Grovara shall be payable in U.S. dollars. Grovara may charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less. In the event that Grovara must utilize a collection agency or institute legal proceedings to collect any fees or other amounts due under this Agreement, Broker-Dealer shall be liable for all reasonable attorneys' fees, agency costs and other costs associated therewith.

- O Termination.** Either party may terminate these Broker-Dealer Terms immediately on written notice to the other party.
- O Obligations upon and Effect of Termination.** Upon any termination of this Agreement, (i) all licenses granted to Broker-Dealer under this Agreement shall automatically terminate, (ii) Broker-Dealer agrees to return to Grovara or destroy (at Grovara's instruction) all copies of the Documentation in its possession and (if requested by Grovara) provide written certification from an officer of Broker-Dealer to that effect, and (iii) Grovara may destroy and/or delete any Broker-Dealer Content retained or hosted by Grovara.
- O Survival.** In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement (including this Section 3.9), Sections 3.2-3.6, 3.8, 4, 5, and 6 of this Agreement shall specifically survive such termination or expiration.
- Broker-Dealer Warranties.** Broker-Dealer represents and warrants to Grovara that: (i) Broker-Dealer has all requisite right, power, and authority to agree to these Broker-Dealer Terms, to perform its obligations hereunder, and to accept orders and conduct all related business transactions and activities on the Services as contemplated under this Agreement; (ii) Broker-Dealer shall at all times comport itself and represent Grovara in a professional and workmanlike manner; and (iii) Broker-Dealer will comply with all applicable laws, regulations, and other legal requirements with respect to this Agreement and its performance hereunder.
- Indemnification.** In addition to the indemnification obligations set forth in Section 19 of the General Terms, Broker-Dealer shall indemnify, defend, and hold harmless Grovara from any out-of-pocket claims, losses, expenses, damages, judgments, fines and costs (including reasonable attorneys' fees and other litigation expenses) incurred in connection with a Claim relating to or arising out of (i) an actual or alleged breach by Broker-Dealer of its representations and warranties in this Agreement, (ii) any unauthorized claim or representation made by Broker-Dealer regarding the Services, and/or (iii) any Order Form or Retainer Agreement, including any Products stored, imported, exported, shipped, distributed, or sold.
- General.** In the event of any inconsistencies between these Grovara Broker-Dealer Supplemental Terms, the General Terms, and any Order Form, the conflict shall be resolved in the following decreasing order of priority: (i) the Order Form, (ii) these Grovara Broker-Dealer Supplemental Terms; and (iii) the General Terms.