

Tealbook Terms of Service

Last revised: August 2020

Thank you for using the tealbook® web-based services offered through our website (the “**Site**”). Our website provides an online business-to-business (“**B2B**”) resource for facilitating client-supplier relationships, such as enabling clients to search, interact with, and manage their suppliers and allowing suppliers to access new clients and share their company news and information (the “**Services**”). This Site is owned by, and the Services are provided by, Tealbook, Inc. (“**we**” or “**us**”). References to “you” or “your” shall be references to both you personally and the company you represent.

Unless you have a written agreement with us, your use of this Site and the Services is governed by the following terms:

WE RESERVE THE RIGHT TO UPDATE AND AMEND THE TERMS OF SERVICE AT ANY TIME AND WITHOUT PRIOR NOTICE. SUCH MODIFICATIONS SHALL BECOME EFFECTIVE IMMEDIATELY UPON THE POSTING THEREOF.

1. AGREEMENT BY YOU

You accept and agree to be bound by and comply with these Terms of Service, which include the following provisions, and the Supplier Terms, or the Client Terms, below, as applicable

User ID’s and passwords on this Site are for individual use only, and each User of this Site is required to create an account. Users are solely responsible for securing their tealbook® account ID and password, which may not be shared. Members agree to immediately notify us of any actual or suspected unauthorized use. You agree that these Terms of Service, and any related information, communications and execution of agreements between you and us, may occur electronically.

In addition, by creating a tealbook® account on this Site, you become a registered “Member”, and:

- If you open a tealbook® Supplier account, then you also agree to the Supplier Terms; OR

- If you open a tealbook® Client account, then you also agree to the Client Terms

If you do not agree to these Terms of Service (including the Supplier Terms or Client Terms, as applicable), then you must not access or use our site, or create an account on this site.

2. DEFINITIONS

The following definitions apply to the Terms of Service, this Site, and the Services:

- a. **“Client”** - the above-named organization being granted a tealbook® Member account for managing one or more of its suppliers. A Client will have registered Users under its Client account.
- b. **“Client Terms”** – the standard capabilities of each Client Member account, as set forth in the Terms of Service on the Site, which are incorporated herein.
- c. **“Client User”** – Client personnel registered with the Site under a Client Member account.
- d. **“Content Restrictions”** – limitations on acceptable Content (as defined herein), which are found in the Terms of Service.
- e. **“Member”** - an entity that registers with the Site by establishing an account on the Site.
- f. **“Module”** - the level of access to the Site purchased by a Member.
- g. **“Personal Information”** means: (i) with respect to Services provided directly or indirectly to Members located in the European Economic Area, or where the EU General Data Protection Regulation (“GDPR”) is otherwise applicable in respect of the sharing of Personal Data pursuant to this Agreement, information that falls within the definition of “personal data” as that term is used in the GDPR or any local laws implementing the GDPR; (ii) with respect to Services provided directly or indirectly to Members located in the United States, information falling within the definition of “nonpublic personal information” as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act; and (iii) with respect to Services provided directly or indirectly to Affiliates of a Member located in Australia, Canada, Hong Kong, Japan or Switzerland, or any other country not referenced in

clause (i) or (ii) that has enacted data protection or privacy laws, information that falls within the definition of “personal data,” “personal information” or any comparable terms used in the applicable data protection or privacy laws of such country.

- h. **“Presentation”** - a presentation, slide deck, or pitch from a Supplier in response to a Client’s RFI request.
- i. **“Services”** - the specific products or service(s) included in the Site and all Content, as described in a SOW.
- j. **“Statement of Work” or “SOW”** – an order for Services which may include a tealbook® subscription and/or other items, in the form of Exhibit 1.
- k. **“Supplier”** - an organization having a tealbook® account that offers its goods and/or services to Clients.
- l. **“Supplier Terms”** – the standard capabilities of each Supplier Member account, as set forth in the Terms of Service on the Site, which are incorporated herein.
- m. **“Supplier User”** – Supplier personnel registered with the Site under a Supplier Member account.
- n. **tealboard™** - a Supplier Member’s profile, which includes page(s) within the Site that organizes its social media feeds and provides search functionality for Client Users based on an interest, diversity status, geography, Supplier name, or other criteria.
- o. **“Tag”** - a recommendation made by a Client for a Supplier.
- p. **“[Terms of Service](#)”** - these terms and conditions on our website, which provide guidelines for use of the Services. If there is a conflict between the Terms of Service and a written Agreement, the terms of the Agreement shall control.
- q. **“Site”** is the tealbook® website.
- r. **“RFI”** - a tealbook® Request For Information, that allows Clients to receive recommendations for Suppliers that meet their requirements, and to extend invitations to Suppliers regarding supply opportunities.
- s. **“User”** - a named individual registered with the Site through a Member account.

3. ACCESS TO THIS SITE

Access to the Services. The Services are owned and copyrighted by Tealbook, Inc., and/or its affiliates. All rights not expressly granted hereunder are reserved by us, or, if applicable, our licensors. A Member cannot register as both a Client *and* a Supplier or create separate tealbook® accounts as a Client and a Supplier, without our written preapproval. Each SOW shall specify the number of Users permitted with the applicable license. If there is no limit stated in a SOW for the number of Users, then the license is an enterprise license, and Client may designate those named employees or contractors to have User access. User ID's and passwords are for individual use only, and each User is required to create an account. Users are solely responsible for securing their tealbook® account ID and password, which may not be shared with other Users or third parties. User registration is the responsibility of the Client's administrator, and Client agrees to immediately notify us of any actual or suspected unauthorized use. Client is responsible for any loss resulting from any unauthorized use of its or its Users' tealbook® access. This Site is for legitimate and legal business purposes, i.e., as a platform for connecting registered Suppliers and Clients and for activities related thereto. This Site is not a personal or public social networking website or platform and is not intended for such personal, non-business uses, and Client agrees that it shall not provide personal, non-business information to the Site.

To register for a Supplier account, you must represent a business entity in good standing, possessing all licenses, permits, registrations, certifications, rights, insurances, etc., legally required for you to offer and sell your goods and/or services, and you agree to maintain same for so long as you are a Supplier. You must also ensure that all Supplier Users are individuals at least 18 years of age and employed by, or acting under, your authority as a business entity. **Each Supplier is responsible for ensuring that any Supplier User who is no longer eligible to have access to its Supplier account (e.g., because he or she no longer works for, or is authorized by the Supplier) is denied such access, by having the Supplier's user administrator delete that person's account or otherwise change administrative settings within the Supplier account.** The first person to register a Supplier account will be designated as the Supplier's user administrator, and that person may thereafter assign that role to another Supplier User.

To register for a Client account, you must represent a business entity in good standing, possessing all licenses, permits, registrations, certifications, rights, insurances, etc., legally required for you to purchase goods and/or services from Suppliers, and you agree to maintain same for so long as you are a

Member. You must also ensure that all Client Users are individuals at least 18 years of age and employed by, or acting under, your authority as a business entity. **Each Client is responsible for ensuring that any Client User who is no longer eligible to have access to its Client account (e.g., because he or she no longer works for or is authorized by you) is denied such access, by having your user administrator delete that person's account or otherwise change administrative settings within your account.** The first person to register a Client account will be designated as the user administrator, and that person may thereafter assign that role to another Client User.

Account registration requires you to provide certain information. It is a condition of your use of this Site and the Services that all the information you provide as part of registration and otherwise in connection with your tealbook® account will be correct, current, and complete to the best of your knowledge. If we believe the information you provide is not correct, current, or complete, we have the right to refuse you access to this Site or any of its resources, to correct or remove your information, to suspend your access to the Services or registration as a Client (or Supplier) at any time until such information is corrected.

You may only use this Site for legitimate and legal business purposes, i.e., as a platform for connecting registered Suppliers and Clients and for activities related thereto. This Site is not a personal or public social networking website or platform and is not intended for such personal, non-business uses, and you should not provide personal, non-business information to the Site.

You may not use this Site for any other purpose. For example, you may not and may not authorize any other party to: (i) co-brand this Site, or (ii) frame this Site, or (iii) hyper-link to this Site, without the express prior written permission of an authorized representative of us. For purposes of these Terms of Service, “co-branding” means to display a name, logo, trade-mark, or other means of attribution or identification of us by another party in such a manner as is reasonably likely to give the impression that we are engaged in a cooperative commercial relationship, such as a joint venture, joint ownership, joint marketing, or sponsorship relationship with a third-party.

4. CONFIDENTIALITY.

“Confidential Information” shall mean information relating to the processes, data, research, business, clients, customers and business practices of the party sharing the Confidential Information (the “Disclosing Party”) and shall include

but not limited to advertising, marketing, operational, scientific, commercial, administrative, financial, business, technical, employees data or intellectual property nature or otherwise, whether disclosed in oral or written, relating to either party and any other information that is reasonably determined to be proprietary or confidential in nature. Confidential Information specifically **excludes** all Content.

The party receiving the Confidential Information, (the “Receiving Party”) agrees: (i) to maintain the Confidential Information of the Disclosing Party in confidence; (ii) not to use any such Confidential Information for any other purpose except as agreed in this Agreement; and (iii) not to disclose such Confidential Information to any third parties. Each Party may disclose the Confidential Information of the other Party only to its employees, on a need to know basis who have a bona fide reason to know such Confidential Information and such employee shall be bound by the similar obligations of confidentiality which are not less stringent than those mentioned in this Agreement. The disclosure of such Confidential Information to any other third party shall be only with the prior written consent of the Disclosing Party. However a Party may disclose the other Party’s Confidential Information only to the extent required by any law or regulation; provided that the Party required to make such a disclosure uses efforts to give the other Party reasonable advance notice of such required disclosure, to the extent legally permissible, in order to enable the other Party to prevent or limit such disclosure.

All Confidential Information remains the sole and exclusive property of the Disclosing Party. Each Party acknowledges and agrees that except as expressly set out in this Agreement, no rights are otherwise granted to the Receiving Party, by way of license or otherwise, in or to any Confidential Information of the Disclosing Party, or proprietary rights or any patent, trademarks, copyright or other intellectual property of the Disclosing Party, except as specified in this Agreement. Confidential Information will not include information which:

- (i) is now or thereafter becomes generally known or available to the public, through no default act or omission by the Receiving Party; or
- (ii) was known to the Receiving Party prior to receiving such information from the Disclosing Party and without restriction as to use or disclosure; or

- (iii) is rightfully acquired by the Receiving Party from any third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
- (iv) is independently developed by or for the Receiving Party without any access to Confidential Information of the Disclosing Party

Upon termination or expiration of this Agreement or upon the Disclosing Party's written request, the Receiving Party will promptly return or certify destruction thereof to the Disclosing Party all tangible items and embodiments containing or consisting of the Disclosing Party's Confidential Information and all copies thereof (including electronic copies). However, a Party may retain a copy of Confidential Information as per applicable law to the extent required for maintaining of proper professional records. Such retained documentation will continue to be bound by the confidentiality obligations contained in this Agreement.

5. **INTELLECTUAL PROPERTY (“IP”) RIGHTS.**

- a. **Services IP.** All Services are copyrighted to us, and our licensors. Users may not reproduce or distribute the Services externally without our prior written permission. We grant to you and your permitted Users, a limited, revocable, non-exclusive license to access and use the Services in compliance with applicable law and these Terms of Service. Use of the Services beyond the scope of authorized access hereunder immediately terminates this license. This limited license does not permit de-compilation or disassembly, reverse engineering or any attempts to discover source code(s) contained in the Services. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Services.
- b. **Content IP.** Users may share, receive, or encounter information or material provided by other Users or us (“Content”). All Content is subject to the Content Restrictions, found below. As between each User, other Members, and us, we each retain all of our respective right, title, and interest in and to our own Content; use of the Services shall not be construed as a transfer of rights from one party to another in, or to the Content. Except for your internal business purposes, any Content that you receive or encounter through authorized use of the Services may not be copied, distributed, republished, uploaded, posted, used, or transmitted in any other way without the prior written consent of the respective Content owner. Except as expressly

permitted herein, use of Content of another Member, other Users, or from us is restricted.

- c. Some Content provided by Users may include information about identifiable individuals and may be considered “Personal Information” under applicable privacy laws. All such personal information is subject to our Privacy Statement, which may be found on the Site. You understand that all Content is accessible to other Members, and therefore, you hereby acknowledge and agree that you have no expectation of privacy on the Site.
- d. **Your Grant to Us.** You hereby grant to us a limited, non-exclusive, royalty-free, paid-up, worldwide, and non-transferable license to use, store, copy, distribute, process, display, publish, translate, and make derivative works from Content (or portions thereof) provided by you or your Users, for the sole purpose of enabling us to provide the Services to you. Furthermore, you agree to allow us to collect information about your use of the Site in order to verify that such use complies with the scope and/or licensing of the Terms or your agreement.
- e. **RFI (RFI) IP.** Client Members may use the Site to run RFIs. Suppliers that do not have a conflict of interest may respond by accepting or declining each RFI. Suppliers who accept have a certain number of days to provide their business case through tealbook® in response and/or an attached Presentation. RFIs and their associated responses which could be Presentations, are copyrighted to tealbook.

6. **HYPERLINKS**

This Site may be hyperlinked to other websites which are not maintained by or related to us. Hyperlinks to such websites are provided as a convenience to Users and are not sponsored by or affiliated with this Site or us. We have not reviewed any or all of such websites and are not responsible for the content of those websites. Hyperlinks are to be accessed at the User’s own risk, and we make no representations or warranties about the content, completeness, security, safety, or accuracy of these hyperlinks or the websites hyperlinked to this Site. Further, the inclusion of any hyperlink to a third-party website does not necessarily imply endorsement by us of that website. Notwithstanding the foregoing, a Subscribed Supplier is encouraged to provide links to its social media accounts on its tealboard™ page.

7. **DISCLAIMER**

You acknowledge and agree that we cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses,

worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing protections for the accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Services.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SITE, ALL CONTENT, AND THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE; THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ANY AND ALL NECESSARY SERVICING, REPAIR, OR CORRECTION TO YOUR SYSTEMS, EQUIPMENT, COMPUTERS, AND COMPUTER PROGRAMS IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SERVICES, EXCEPT TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WE MAKE NO WARRANTIES THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS THEREIN.

All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and we do not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

8. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE, OPPORTUNITY OR INCOME, LOSS OF DATA, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

You hereby release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (direct, actual, indirect, and consequential) of every kind and nature, known and unknown, arising out of or in any way from disputes between you and/or Member(s) and/or User(s). In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.

9. INDEMNITY

You will indemnify and hold Tealbook, Inc., its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the “Indemnified Parties”) harmless from any breach of these Terms of Service by you, including any use of Content other than as expressly authorized in these Terms of Service. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and lawyers’ fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of

your use of the information accessed from this site or in connection with the Services.

10. **CONTENT RESTRICTIONS**

You may not post, send, submit, publish, or transmit in connection with this site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to the Site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening, or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trade-marks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- solicits funds, advertisers, or sponsors;
- includes programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type or otherwise act in a way which affects the ability of other people to engage in real-time activities via this site;
- amounts to a "pyramid" or similar scheme;

- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

We do not regularly monitor the use of the Site to determine compliance with these Terms of Service; however, we reserve the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for Content that you post or otherwise make available on the Site or via the Services, and for your reliance on content posted by third parties.

In addition, you are responsible to ensure that the communications that you initiate using this Site comply with all laws applicable to you, including with respect to the authority to send such communications to the recipients of such communications, any content requirements for such communications, and any requests by recipients to no longer receive such communications.

11. INFRINGEMENT CLAIMS

Without in any way limiting the disclaimers and limitations on liability set out in these Terms of Service, if any Content infringes on your copyright, please notify our designated agent as follows:

- by mail at tealbook IP Agent, 38 Camden Street, Suite 100, Toronto, ON M5V 1V1; or
- by email, information@tealbook.com

We investigate notices of alleged infringement and take appropriate actions under applicable law.

Your notice of claimed infringement must include: (a) physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and that is to be removed from the site, as well as information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to

act on behalf of the copyright owner. Claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and lawyers' fees.

12. MISCELLANEOUS

- a. **Applicable Law.** These Terms of Service and any dispute or claim shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- b. **Compliance with Laws.** You are responsible for compliance with all applicable domestic and international laws, statutes, ordinances and regulations relating to its performance hereunder, including applicable laws protecting communications with and to other Members. We represent and warrant that we will comply, in all material respects, with all federal and state laws, regulations, and orders applicable to our operations and the provision of Services hereunder, including, without limitation laws and regulations that may be applicable to the use and handling of Content.
- c. **Dispute Resolution.** The parties agree to resolve any claim or controversy at law or equity that arises out of these Terms of Service, the Services, or the Site (each a "**Claim**") in accordance with the provision below, or as the parties otherwise agree in writing. The parties will first work together to amicably resolve the dispute through mediation, as an alternative to litigation. The parties shall consult and negotiate with each other in good faith in an attempt to reach a just and equitable solution satisfactory to both parties. If the controversy or claim is not settled or resolved within thirty (30) days from the date of the written request initiating mediation, the parties may proceed to seek recourse in a court of competent jurisdiction. Each party hereunder waives its right to trial of any issue by jury and waives any claim for attorney's fees and costs and prejudgment interest from the other.
- d. **Relationship.** No agency, partnership, joint venture, employment, or franchise relationship is intended or created by your use of the Site and you use and our provision of the Services, or otherwise by these Terms of Service, and neither party may make any commitment on behalf of the other party, or otherwise bind the other party.
- e. **Severability; Waiver.** If any provision of these Terms of Service is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The waiver of a breach hereunder does not waive any other or subsequent breach.
- f. **Assignability.** You may not assign your rights or obligations under these Terms of Service without our prior written consent, which shall not be

unreasonably withheld; provided however, you may assign or transfer your rights or obligations under these Terms of Service without our prior written consent to your affiliate or in connection with a merger, consolidation or a sale or transfer of all or substantially all of the assets to which these Terms of Service relate. These Terms of Service shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

- g. **Use of Name, Trademark, and Logo.** All of our and any Member-provided trade names, trademarks, service marks, logos, and any other proprietary notice and/or legend (collectively “**Marks**”) are and shall remain the property of the party providing such Marks. Absent the prior written consent of the providing party, you agreed that you shall not remove, alter, or use the Marks of any other party in promotional materials, publicity releases, advertising, or any other similar publications or communications. tealbook® and tealboard™ are trademarks of Tealbook, Inc.
- h. **No Third-Party Beneficiaries.** These Terms of Service are for the benefit of the parties hereto only. No third party shall have the right to (i) rely on the Services provided by Us, or (ii) seek to impose liability on us as a result of the Services.
- i. **Currency.** All currency values listed or referenced in this Site and all payments in connection herewith, shall be in US Dollars, unless otherwise agreed.

12. SUPPLIER TERMS

For a Member to be a Supplier, the Member must establish a Supplier account and profile through the tealbook® Site, with the intention of being considered as a source of goods and/or services for one or more Clients. The following terms apply to all Supplier Members:

Suppliers do not have to pay to have a profile, enrich it, be connected to buyers, respond to opportunities and access basic content. Suppliers can upgrade their subscription to expand insights including aggregated analytics that may help them position their company more competitively and allow them to monitor activities on their profile.

The following terms apply to all Supplier Members:

- There may only be one (1) tealbook® account per Supplier, although a Supplier can be linked to its parent company or network, if applicable.

- Multiple Supplier users from the same Supplier can open a tealbook® account under one Supplier profile, and have access to the Supplier profile, edit the profile, review RFIs, update status and respond to RFIs. The Supplier will designate one user as an administrator of the Supplier’s account for security purposes (and the person who registers the Supplier account will be the initial administrator, until that role is re-assigned).
- The Supplier’s profile must reflect the goods and/or services offered by the Supplier. The Supplier profile includes (among other information that may be designated as mandatory by us):
 - brief description that describes the essence of the Supplier
 - personalized logo and banner
 - description and list of goods and/or services
 - primary and secondary contact information
 - years in business
 - annual revenue
 - location
 - expertise
 - description of target client
 - information to differentiate the Supplier
 - diversity status and self-certification form (if applicable)
 - video (optional)
 - slide presentation
 - case studies
 - awards/recognitions/certifications
 - client recommendations
 - anonymous Tags from professional members
- The Supplier profile can only be viewed by Client Members, and not by other Suppliers. Only Client Members will be able to see their own unique data provided by a Supplier, such as Client spend.
- The Supplier profile can be added to other Client Members’ tealbooks®
- Social media feeds can be posted in the Supplier profile, as well as in other Client Members that are connected to the Supplier’s tealboard™.

Supplier Content that you provide to us may contain information about the amount of revenue from your customers, (“Spend Data”). Supplier represents that the Spend Data is accurate to the best of its knowledge, and Supplier further acknowledges and agrees that (i) our applications, data analytics, and

other products are based upon information which is our proprietary information and contained within our proprietary systems and/or databases, (ii) the contents of the database belong to us solely, (iii) your Spend Data will become part of the database, (iv) we will anonymize the source of such Spend Data to protect your and your customers' anonymity, and (v) the database may be used by us in future spend analysis and/or data analytics products and services. Without our aggregation and anonymization, we agree to treat your raw Spend Data as Confidential Information and minus such redaction, your Spend Data remains your property.

Each Supplier warrants that it has the right to provide the information in its profile, along with any Client-specific information provided. Should a Supplier wish to discontinue its tealbook® account, certain information about the Supplier may remain visible on the Site. In addition, the Supplier will have the option to designate its status (e.g., acquired, merged, changed name, closed, out of business, etc.).

13. CLIENT TERMS

For a Member to be a Client, the Member must establish an account through the tealbook® Site, with the intention of storing, organizing their supplier connections, doing data analytics, and/or seeking sources of goods and/or services from one or more suppliers.

The following terms apply to all Client Members:

- Client membership is a form of membership for a business entity.
- A Client can establish a Member account by subscribing.
- Users who work for the same Client can connect via the Corporate Membership account.
- There may only be one (1) tealbook® account per Client. You can create a master tealbook® account that connects your Users within tealbook®, including providing access to Suppliers and Tags from such Users' tealbook® accounts. You must designate one User as an administrator of your account for security purposes. Your User administrator is responsible for managing all of your User accounts, including promptly de-activating Users who are no longer authorized or employed by you to access your Member account.
- You can upload your Suppliers from a master list.
- You can upload your historic spend with Suppliers.

- You can invite Suppliers (who are not Members) to become tealbook® Members and to be added to your tealbook® account.
- You can Tag Suppliers based on your own status designations (e.g., preferred, NDA, etc.).

You can save suppliers under customized lists.

- You can perform note tracking (e.g., date, note and author) on Suppliers.
- You can upload a document, an expiration date and notes to be shared with other internal buyers.
- You can rate and add preferences.
- You can request a reference from another buyer inside or outside of your enterprise account.
- You can store and track RFIs and their history.
- You can receive social media feeds from your Suppliers and sort and organize Suppliers based on interest, functions, types of goods or services sources, or according to other criteria.

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