Main Services Agreement

Choco operates a cloud-based order management and communication platform for suppliers and buyers (restaurants) in the food industry (the "**Cloud Service**"). Choco further offers professional services in connection with the use of the Cloud Service, such as onboarding and integration services (the "**Professional Services**"). Together with the Free Services (as defined below), the Cloud Service and the Professional Services collectively referred to as the "**Services**".

This Main Services Agreement (the "**MSA**") are entered into between Atlantic Food Waste Partners LLC dba Choco ("**Choco**") and the entity that has executed an order form (together with any annexes, the "**Order Form**") that references the MSA or the entity that accesses and uses the Services as a supplier user ("**Supplier**"). The MSA, and the order form among the parties that references the MSA (together with any annexes thereto, the "**Order Form**"), any special provisions which govern any services provided by Choco under the respective agreed packages in the Order Form (the "**Service Specific Terms**") constitute the complete understanding between the parties on the subject matter (collectively, the "**Agreement**") and is effective on the earlier of: (a) the date that the Order Form is fully executed by the parties, whether in the form of a document, or an online application page or form, or (b) Supplier's initial access to and use of the Services ("**Effective Date**"). By entering into an Order Form and/or otherwise accessing or using the Services, Supplier agrees to be bound by the MSA and the other terms and conditions of the Agreement. If Supplier does not accept the MSA, Supplier is not authorized to access or use the Cloud Service. Capitalised terms not otherwise defined in the MSA will have the respective meanings assigned to them elsewhere in the Agreement.

THEREFORE, in consideration of the foregoing, Choco and Supplier (hereinafter each a "**Party**" and collectively the "**Parties**") agree as follows:

1. Scope of the Services

1.1 Access to Cloud Service. Choco hereby grants Supplier a non-exclusive, non-transferable, non-sublicensable right to access and use the Cloud Service during the term of the Agreement, solely for its own business operations and in accordance with the terms and conditions of the Agreement. Supplier is responsible for arranging the necessary equipment and the Internet connection to be able to use the Cloud Service. Supplier will have no right to any specific design or specific functionalities beyond the scope of the Cloud Service agreed in the Order Form.

1.2 Professional Services. Parties may agree on provision of Professional Services in the Order Form or elsewhere in writing, which shall be governed by this Agreement. While providing Professional Services, Choco may create deliverables for Supplier (the "**Choco Deliverables**"). Choco hereby grants Supplier a non-exclusive, non-transferable, non-sublicensable right to use the Choco Deliverables during the term of the Agreement and in accordance with the terms and conditions thereof. Supplier shall not make any modifications or use the Choco Deliverables for any other purposes than achieving the purpose of the Agreement without prior written approval of Choco.

1.3 Free Services. Choco may offer certain Cloud Services free of charge, such as trial periods, beta versions or delivery of orders from the restaurants using the Cloud Service in a digital form (the "**Free Services**"). An entity benefiting from the Free Services shall be deemed as a Supplier and shall be subject to the terms of the Agreement governing use of the Cloud Service as long as it benefits from the Free Services. Supplier acknowledges that Choco reserves the right to modify or terminate Supplier's access to the Free Services or any part thereof, at any time and for any reason in its sole discretion without any notice or liability to Supplier.Free Services are provided as-is and to the maximum extent permitted by applicable law, Choco shall not be liable for any damages, costs, expenses resulting from the use of the Free Services. To the extent such full exclusion of liability is not enforceable, Choco's (including its legal representatives', employees', agents' and Vicarious Agents') aggregate liability shall be limited to one-hundred (100) USD). In the event of a conflict between this clause and the rest of the Agreement, this section shall take precedence.

1.4 Service Specific Terms. Some Services may be subject to additional terms specific to that Service. Supplier agrees to be bound by the applicable Service Specific Terms by signing the Order Form or by accessing or using the Services covered by Service Specific Terms.

1.5 Availability. Choco will make commercially reasonable efforts to make the Cloud Service available 98% of the time, based on a monthly average. Excluded therefrom are necessary planned maintenance work as well as disruptions that are not within Choco's sphere of influence (such as force majeure events, downtime that results from a third party's equipment, software or technology or internet connectivity issues). If possible, Choco shall in a timely manner notify Supplier about planned maintenance work. Nevertheless, Choco expressly reserves the right to carry out unannounced maintenance work, if necessary, particularly where this is required for data and operational security.

1.6 Modifications. Supplier acknowledges and agrees that Choco may update the Cloud Service at its own discretion, provided that if any such update materially diminishes any of the features and functionality previously made available through the Software, the Supplier may object to the changes. In case of an objection by the Supplier, Choco may terminate the Agreement or offer the Supplier a reasonable remedy at its own discretion.

1.7 Third Party Components. Certain components of the Cloud Service may be provided through third party services. Any such components that Supplier could recognize as being subject to third-party rights, including open-source licences, will be subject to applicable third party and open-source software licences. Above all, any components that Choco discloses as third-party content in the Agreement, in the Cloud Service or in any Choco policies will be deemed recognizable within the meaning of the previous sentence. Supplier agrees that availability of the Cloud Service or certain features may be dependent on the corresponding availability of the third-party services. Choco is not responsible for any interruptions or issues with the Cloud Service caused by the third-party components.

1.8 AI-powered Services. The Cloud Service may encompass functionalities that are powered by artificial intelligence (the "AI"). Supplier will retain ownership over the input it provides and the output generated by AI

based on the input, both of which shall constitute Supplier Data (as defined below). Choco does not guarantee the accuracy, completeness and reliability of the output generated by AI and, to the extent permitted by law, disclaims all warranties and liability for such output. To the extent such full exclusion of liability is not enforceable, Choco's (including its legal representatives', employees', agents' and Vicarious Agents') aggregate liability shall be limited to one-hundred (100) USD Output generated by AI may not be unique to Supplier and it does not represent Choco's views. Supplier undertakes to comply with the fair use policies of Choco's third party service providers when using AI-powered functionalities, available here. In the event of a conflict between this section and the rest of the Agreement, this section shall take precedence.

2. Access and Use of Cloud Service

2.1 Authorised Users. The licence granted to Supplier is limited to its employees, agents or contractors who are authorised by Supplier to use the Services (the "**Authorised Users**"). Supplier is responsible for its Authorised Users' compliance with the Agreement, including Choco's policies on the use of the Cloud Service and for all of their acts and omissions. Supplier shall ensure that its Authorised Users keep the access data of their accounts confidential and shall inform Choco without undue delay if there is any suspicion that the access data may have become known to unauthorised persons. Supplier is solely responsible for all activities that occur under the accounts of its Authorised Users.

2.2 Use Restrictions. Supplier shall use the Cloud Services only for offering products that address food and hotel industry needs and comply with all laws applicable to its access and use of the Cloud Service. Supplier shall not (a) reproduce, copy, modify, adapt, or create derivative works, reverse engineer, decompile or engage in any action with the attempt to obtain the source code of the Cloud Service (except as permitted by mandatory law); (b) sublicense, sell, rent, distribute, transfer or provide a third party access to the Cloud Service or otherwise allow the use of the Cloud Service for the benefit of any third party; (c) engage in any conduct that interferes with or threatens the security, integrity or performance of the Cloud Service including any related systems; (d) send any malicious code (e.g., viruses, worms, Trojan horses or other malware) through Cloud Service; (e) attempt to interfere with or otherwise circumvent any security measures, authentication mechanisms or any functional restrictions on the Cloud Service intended to limit its use; (f) use the Cloud Service in order to build a product or service which competes with the Cloud Service; (g) use any software, devices, robots or any other means to scrape data from the Cloud Service; (h) use the Cloud Service for fraudulent purposes; (i) make unfair use of the Cloud Service or (j) use the Cloud Service to send unsolicited commercial communications.

2.3 The relationship with the Customers. Supplier is solely responsible for its use of the Cloud Service, such as for the contact it establishes with other companies, all communications sent via or in connection with the Cloud Service, the content and availability of the products and for the proper management of orders. By making the Cloud Service available, Choco merely provides the infrastructure for placing and managing orders and for communication. Choco itself will not directly or indirectly become a party to the relationship between Supplier and the restaurants who are placing orders from Supplier (the "**Customer(s)**"). Each order (individual sale and purchase of products) shall be concluded solely between Supplier and the relevant Customer. Choco

will have no liability whatsoever with regard to the performance of those orders and shall not be a party to disputes of any kind between Supplier and its Customers (such as disputes relating to incorrect deliveries or late payments).

2.4 Cooperation. Supplier shall cooperate with Choco in good faith and provide all necessary information as reasonably required by Choco for the proper performance of the Services in a timely manner. All information provided by Supplier shall be up-to-date, complete, and accurate, and Supplier shall notify Choco in writing in case of any changes. Choco will not be liable for any delays in the provision of the Services caused by Supplier's failure to provide Choco with the required information or cooperation.

3. Supplier Data

3.1 Supplier Data. Supplier shall retain all right, title and interest in and to information, images, texts, data, files, Supplier Deliverables and other materials that is transmitted, submitted or otherwise made available by or on behalf of Supplier to Choco in the course of Supplier's access and use the Services (the "**Supplier Data**"). Supplier grants Choco a non-exclusive, royalty-free and worldwide licence to collect, process, reproduce, modify, host, store, disclose, display and perform all necessary acts on the Supplier Data for the purposes of operating the Cloud Service and providing the Services to Supplier. In particular, Choco shall be entitled to collect and use the Supplier Data about Supplier's use of the Cloud Service for internal research, security, analytics and reporting purposes and for developing and improving its Services. Choco shall retain all rights in the aggregated or deidentified information and may use it at its own discretion during and after the term of this Agreement without being subject to any limitations (such as for distributing insights and reports), to the extent it does not identify Supplier, its Customers or any person. Choco may sublicense or transfer the rights granted herein to its Vicarious Agents for the purposes of this Agreement.

3.2 Limitations on the Supplier Data. Supplier represents, warrants and covenants that it will not upload, submit or otherwise make available to Choco through or in connection with the Cloud Service (i) Social Security numbers or other government-issued identification numbers; (ii) protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; (iii) health insurance information; (iv) biometric information; (v) passwords to any online accounts; (vi) tax return data; (vii) information subject to the Gramm-Leach-Bliley Act, Fair Credit Reporting Act or the regulations promulgated under either such law; (viii) information subject to restrictions under applicable privacy or data protection laws governing personal data of children, including, without limitation, all information about children under 16 years of age; or (xi) any information that falls within any special categories of data (as defined in the General Data Protection Regulation (Regulation (EU) 2016/679) and its UK analogue (collectively, "GDPR")).

3.3 Supplier Warranties. Supplier warrants that (i) it owns or will obtain the necessary rights and permissions to share the Supplier Data with Choco and to authorise the use of the Supplier Data by Choco as contemplated in this Agreement; (ii) it will provide the required information notices and obtain necessary consents under

data protection laws from the persons whose personal data may be included in the Supplier Data (such as its Authorised Users and its Customers' employees) for sharing their data with Choco; (iii) the Supplier Data and its use by Choco as contemplated in this Agreement do not violate any third-party rights or applicable laws; (iv) the Supplier Data will not include any illegal, defamatory, inappropriate, offensive, hateful or violent content. Supplier shall solely be responsible for the Supplier Data and shall ensure its accuracy, integrity and reliability throughout the term of the Agreement.

3.4 Removal. Choco is not obliged to monitor the Supplier Data but reserves the right to do so at its own discretion. Choco may, without prior notice, remove or disable access to any Supplier Data (including the products offered via the Cloud Service) (i) if it violates the Agreement including Choco policies made available to Supplier, (ii) if it constitutes illegal content such as illegal hate speech, terrorist content, unlawful discriminatory content, or any content that the applicable laws render illegal or (iii) if it is likely to give rise to complaints by third parties or other Choco customers. Due account of the fundamental rights and freedoms and legitimate interests of all parties involved will be taken when making decisions about removal of the Supplier Data. Choco will comply with binding orders of courts and supervisory authorities to remove any illegal Supplier Data from the Cloud Service.

3.5 Backup. Choco will use commercially reasonable efforts to ensure integrity and availability of the Supplier Data. Notwithstanding the foregoing Supplier shall be solely responsible for the Supplier Data and shall take back-ups on a regular basis and commensurately with the risk.

3.6 Supplier Indemnity. Supplier shall indemnify and hold Choco, its employees, representatives, Vicarious Agents harmless from and against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) asserted against them by a third party arising out of (i) Supplier's (including its Authorised Users') use of the Services, (ii) the Supplier Data, (iii) performance of orders submitted to the Supplier, or (iv) Supplier's (including its Authorised Users') violation of applicable laws. Choco shall notify Supplier without undue delay about any claims asserted by third parties and shall, upon request, provide the information and documents required for the defence. Moreover, Choco at its own discretion will either surrender the right of defence to Supplier or undertake such defence in consultation with Supplier. In particular, Choco shall neither acknowledge nor dispute any claims asserted by third parties without consulting with Supplier, except where Supplier has not responded to Choco's notification of the claim within a reasonable time period. The provisions of this provision shall apply to contractual penalties as well as to fines and administrative penalties imposed by courts or regulators insofar as Supplier is responsible for them.

3.7 **Personal information.** With respect to the personal information that Choco processes on behalf of Supplier for the provision of the Services, the Parties enter into a Data Processing Agreement available here ("DPA") and which is incorporated by reference into this Agreement.

4. Fees and Commissions, Reporting, Payment

4.1 Fees. Supplier shall pay Choco the fees agreed to in the Order Form or elsewhere in writing for the provision of the Services (the "**Fees**"). Unless expressly indicated in the Order Form, the Fees consist of

recurring monthly fees for the use of the Cloud Service (the "**Monthly Fee**") and a one-time fee for Professional Services (the "**Implementation Fees**"). Parties may agree on a minimum monthly fee in the Order Form (the "**Minimum Monthly Fee**"). If the amount of Monthly Fee in a calendar month falls below the amount of the Minimum Monthly Fee, then Supplier shall pay Choco the Minimum Monthly Fee.

4.2 Payment. Unless expressly agreed otherwise in the Order Form, the Fees shall be invoiced monthly in arrears and all invoiced amounts shall be due within two weeks of the date on the invoice and paid by direct debit. In case of late payment, Choco reserves the right to charge interest at the maximum rate permitted by law as well as an appropriate penalty fee and any actual reasonable collection costs, upon presentation of supporting documentation. If such delay continues for more than two (2) weeks, Choco may block Supplier's access to the Services until the outstanding amount is paid in full.

4.3 Taxes. Unless expressly agreed otherwise in the Order Form, all amounts are net amounts in US Dollars. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Supplier will be responsible for payment of all such taxes (other than taxes based on Choco's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Cloud Service to Supplier. Supplier will make all payments of fees and commissions to Choco free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees and commissions to Choco will be Supplier's sole responsibility, and Supplier will provide Choco with official receipts issued by the appropriate taxing authority, or such other evidence as the Choco may reasonably request, to establish that such taxes have been paid.

4.4 Calculation of Monthly Fees. Supplier is aware that the Cloud Service transmits to Choco an evaluation of the orders transmitted to Supplier via the Cloud Service during a calendar month (the "**Order Evaluation**") for the purpose of calculation the Monthly Fees. Monthly Fees shall be calculated in accordance with the method agreed in the Order Form and based on the Order Evaluation. Upon request, Supplier shall without undue delay provide Choco with any additional information and evidence necessary for calculating the Fees and verifying the accuracy of the information provided by Supplier. In case of a conflict between the information provided by Supplier and the Order Evaluation, the Order Evaluation shall take precedence and be used as a basis for calculation.

4.5 Audit. Choco is entitled to have the accuracy of the information provided by Supplier verified by an independent auditor, who shall be bound by confidentiality obligations and not be a competitor of Supplier. The audit may take place once each calendar quarter at Supplier's premises during Supplier's normal business hours. Choco shall give Supplier at least two (2) weeks' prior notice of any such audit. The auditor shall disclose audit findings to Choco to the extent that the findings deviate from the information provided by Supplier; otherwise, the auditor may confirm to Choco only the accuracy of the information provided by Supplier. Supplier shall be obligated to provide the auditor with all information and disclose all documents that are necessary for the performance of the reviews. If a review by the auditor reveals a deviation of more than 5% to the detriment of Choco, then Supplier shall bear the costs of the respective audit and the Fees shall be

calculated based on amounts identified by the auditor; otherwise Choco shall bear the costs of the respective audit.

5. Intellectual Property

5.1 Reservation of Rights. Supplier acknowledges and agrees that Choco and/or its licensors own or otherwise have all the necessary intellectual property rights in the Choco Deliverables and the Cloud Service, together with any related technology any intellectual property rights related thereto or embodied therein such as any systems, application programming interfaces or Integrations developed by or on behalf of Choco together with any improvements or modifications to the foregoing. Supplier does not have any rights in or to the Cloud Service and the Choco Deliverables, except for the limited express rights granted in this Agreement.

5.2 Feedback. Both during and after the Term, Supplier allows Choco to use, copy, disclose and exploit any suggestions and other feedback provided by Supplier and its Authorised Users freely in order to improve and enhance the Services and for development of other services in any manner without any obligation, royalty, attribution or restriction based on intellectual property rights or otherwise.

5.3 Trademark License. Supplier grants Choco a non-exclusive, worldwide licence to use Supplier's trademarks for operating the Cloud Service and for the performance of the Agreement. Choco shall be specifically entitled to display the trademark on Supplier's supplier profile and to grant sublicenses to its Vicarious Agents to the extent necessary for the performance of the Agreement. Otherwise, the right of use may not be transferred or assigned.

5.4 Customer Reference. Choco may use Supplier's name and logo in its marketing materials, presentations and similar communications to refer to Supplier as a customer. Supplier may revoke this consent any time by giving prior written notice.

6. Confidentiality

6.1 Duty of Confidentiality. The Parties undertake to keep confidential any information and documents of the disclosing party, which are either to be regarded as confidential due to the nature of the information or the circumstances of their disclosure or have been designated or marked as confidential by the disclosing party, such as business and/or trade secrets ("**Confidential Information**") and to use them exclusively for the purposes allowed under this Agreement. The technical components, documentation and the source code of the Cloud Service and the terms of the Order Form shall be considered as Confidential Information of Choco. The receiving party shall undertake reasonable technical and organisational measures to protect Confidential Information.

6.2 Disclosure of Confidential Information. The receiving party is entitled to disclose Confidential Information of the disclosing party solely (i) to its employees, contractors, Vicarious Agents or consultants on a need to know basis for the performance of this Agreement, provided that they are bound by the confidentiality obligations at least as protective as those contained herein, (ii) in a legal proceeding, (iii) where required by law, (iv) to third parties upon prior written approval of the disclosing party. Affiliated companies of the

receiving party will not be considered third parties if the receiving party holds a majority of capital and voting rights. When requests are made by judicial or administrative authorities relating to the disclosure of Confidential Information, the receiving party shall without undue delay notify the disclosing party thereof in writing, to the extent permitted by law.

6.3 Exclusions from Confidentiality. Confidential Information does not include information that (i) was already known to the receiving party prior to disclosure, (ii) is generally known or becomes known to public through no fault of the receiving party, (iii) is independently developed by the receiving party itself without access to the Confidential Information of the disclosing party or (iv) was brought to the attention of or shared with the receiving party by a bona fide third party authorised to do so.

6.4 Duration of Confidentiality. The duty of confidentiality shall commence upon gaining knowledge of the Confidential Information and will continue for the entire term of this Agreement. In addition, the duty of confidentiality shall remain in place for a period of three (3) years after cessation of the Agreement, unless statutory provisions provide for a longer confidentiality obligation. In particular, any business secrets shall be treated confidentially for as long as they are business secrets.

7. Suspension

7.1 Suspension. Choco is entitled, but not obliged, to monitor Supplier's and its Authorized Users' use of the Services and may suspend Supplier's or its any of its Authorized Users' access to the Cloud Service (i) if Choco reasonably believes a violation of the Agreement has occurred, (ii) if the suspension is necessary for technical or security reasons or to avert imminent damage to Choco, Supplier or third parties or (iii) if Choco is obliged to suspend access by law. Choco will use commercially reasonable efforts to provide advance notice of suspension, unless prohibited by law. Choco shall lift the suspension if the reason for the suspension no longer exists. Choco will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Supplier may incur as a result of a suspension triggered by its Authorized Users' own acts or omissions.

8. Term and Termination

8.1 Term. The Agreement shall commence on the Effective Date indicated in the Order Form and shall have a term of twelve (12) months unless terminated earlier pursuant to the Agreement. The Agreement shall be extended for successive periods of twelve (12) months if it is not terminated in writing by either Party upon three (3) months' notice to the end of the respective Agreement period. Choco may update the terms of the Agreement, including the Fees, with effect from the start of a renewal term by giving notice to Supplier before commencement of the renewal term.

8.2 Termination for Cause. Either Party may terminate the Agreement if the other Party materially breaches this Agreement, and such breach remains uncured for more than thirty (30) days after receipt of written notice of such breach. This clause shall not apply to breach of limited warranty provided by Choco as per section 8 and the exclusive remedies of Supplier are listed therein.

8.3 Termination by Choco. Choco may terminate this Agreement immediately upon written notice; if (i) Supplier has repeatedly placed Supplier Data or products that is not permissible under the Agreement; (ii) Supplier is in default of its payment obligations for more than two (2) weeks; (iii) Supplier becomes insolvent, files for or has filed against it, a petition of bankruptcy or (iv)if Supplier acts against use restrictions set out in section 2.2. Choco may terminate the Agreement for convenience without having to give any reasons any time with a notice period of one (1) month.

8.4 Effects of Termination. When the Agreement for the Services offered against remuneration is terminated Supplier shall lose its access to the Services, with the exception of the Free Services which may be still provided to the Supplier at Choco's sole discretion. After termination, Choco will have no obligation to Supplier to continue storing Supplier Data and will delete the Supplier Data in its systems upon Supplier's request or in line with its retention policy, whichever is earlier. Notwithstanding the foregoing, Choco will be entitled to retain the Supplier Data if Choco is obliged to do so by law or to the extent that the Supplier Data is required for accounting and documentation purposes or for the operation of the Cloud Service.

8.5 Survival. The sections 1.3 (Free Services), 3.6 (Indemnification), 4 (Fees and Commissions, Reporting, Payment), 6 (Confidentiality), 8.4 (Effects of Termination) and 10 (Limitation of Liability) and others which by their nature are intended to survive, shall survive after termination or expiration of this Agreement.

9. Warranty

9.1 Limited Warranty. Choco provides a limited warranty against defects in the Services. A defect is deemed to exist in case of any significant deviations from the functional scope of the Services as described in the Agreement that render the use of the Service impossible or greatly restricted. Supplier shall without undue delay notify Choco in writing of any defect and provide all information that is available to Supplier and is necessary for Choco to identify, reproduce, analyze and remedy the defect. Furthermore, Supplier shall assist Choco in remedying defects free of charge and in a reasonable manner. Choco will either rectify the defect or deliver the impacted Service once again at its discretion and within a reasonable period of time upon receiving written notification of the defect. The provision of instructions for use, with which Supplier can reasonably workaround the defects, will also be deemed to be a remedy of defects. If Choco is unable to reasonably implement the remedies, then unless Choco and Supplier agree on a reasonable alternative remedy (such as giving the Supplier a reasonable discount on the affected services), then Supplier's sole and exclusive remedy shall be to terminate the Agreement. Choco's sole responsibility and Supplier's sole exclusive remedies against defects are set out in this section.

9.2 Exclusion from Warranty. This limited warranty does not apply (i) to any defects caused by unauthorized use, abuse, negligence or equipment of Supplier, (ii) to any defects not notified by Supplier within 30 days upon noticing the defect.

9.3 Limitation period. The limitation period for warranty claims is one year, unless they are based on intentional acts or omissions or gross negligence or relate to losses resulting from death, physical injury or impairment of health.

9.4 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," AND CHOCO MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CHOCO DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES CHOCO GUARANTEE ANY SPECIFIC RESULTS IN CONNECTION WITH USE OF THE SERVICES.

10. Limitation of Liability

10.1 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF CHOCO (INCLUDING ITS LEGAL REPRESENTATIVES, EMPLOYEES, AGENTS AND VICARIOUS AGENTS) ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO CHOCO IN CONNECTION WITH THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL CHOCO HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THE ACTS OR OMISSIONS OF ANY THIRD PARTY.

10.2 DISCLAIMER OF CONSEQUENTIAL AND RELATED DAMAGES. TO THE FULLEST EXTEND PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL CHOCO (AND ITS LEGAL REPRESENTATIVES, EMPLOYEES, AGENTS AND VICARIOUS AGENTS) BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY OR PROCUREMENT OF SUBSTITUTE SERVICES, ANY BUSINESS INTERRUPTION, IMPACT OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF CHOCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

10.3 EXCLUSIONS FROM LIMITATION OF LIABILITY. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

11. Final Provisions

11.1 Amendments. Choco may amend this Agreement with effect for the future. Any amendments and side agreements to this Agreement must be made in writing. In case of minor or cosmetic amendments that do not affect Supplier, the amendments shall be posted on Choco's website. In other cases, Choco will provide Supplier with notice before the changes enter into force and allow Supplier a reasonable time to review. Amendments shall be deemed as agreed by Supplier if Supplier has not expressly objected to them by the time they take effect. In case of objection, unless the Parties mutually agree upon another resolution, either party may terminate this Agreement as its sole and exclusive remedy in connection with such amendment and/or objection. Notwithstanding the foregoing, Choco may amend its policies from time to time to make necessary

adjustments due to changes in its Services or laws without prior notice.

11.2 Assignment and Subcontracting. Supplier shall not, without the prior written consent of Choco, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement. Choco may at any time assign, transfer or deal in any other manner with all or any of its rights or obligations under this Agreement without Supplier's consent. If Choco subcontracts any of its obligations to its subcontractors or affiliates ("**Vicarious Agents**"), Choco will remain responsible for their acts and omissions.

11.3 Entire Agreement and Order of Precedence. This Agreement includes the Order Form, MSA, DPA, applicable Service Specific Terms and Choco's policies that are made available to the Supplier. It shall constitute the entire agreement between the Parties regarding the provision and use of the Services. The Agreement shall supersede any previous agreements, communications, representations and understandings between them, whether written or oral, relating to this subject matter. In case of any inconsistency or conflict between the provisions of this Agreement, the following order of precedence shall apply: Order Form, Service Specific Terms, DPA and the MSA.

11.4 Headings. Headings or titles used in this agreement are for convenience and reference purposes only and shall not be considered in the interpretation or construction of any provision of this Agreement.

11.5 Waiver and Severability. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver, nor shall it prevent or restrict the further exercise of any right or remedy. If any part of this Agreement is determined to be invalid or unenforceable by a competent court, that part shall be deemed deleted, but this shall not affect the validity and enforceability of the rest of the Agreement.

11.6 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, telecommunication or internet delays or failures, fire, earthquake, flood, pandemic or epidemic, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

11.7 Governing Laws and venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The Parties hereby expressly consent to the exclusive personal jurisdiction and venue in the state and federal courts for New York, New York for any lawsuit arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.