

## RECYCLE GLOBAL EXCHANGE TRANSACTION TERMS AND CONDITIONS

These Transaction Terms and Conditions (these “Terms”) govern the Transaction described in that certain Statement of Work (the “Applicable SOW”) among the Customer, Vendor, and RGX that specifically references these Terms and the Recycle Global Exchange Terms of Service Agreement (the “TOS”). The Applicable SOW is the Confirmation for the specific Transaction between Customer and Vendor found on the Platform. The services described in the Applicable SOW constitute a “Transaction” under the TOS and is subject to and governed by these Terms and the Applicable SOW. The Applicable SOW is incorporated into these Terms by this reference (solely with respect to that applicable Transaction).

### 1. Services.

a. Jobs. Each time that Customer seeks to utilize the Platform, Customer will submit a “Job” on the Platform. The Platform will require specific information about the Job such as (a) a name for the Job; (b) a job number or other identifying information; (c) a description of the quantity and nature of the Disposal Materials, (c) the weight of the Disposal Materials, (d) the location of the Disposal Materials, (e) whether a Certified Vendor is required; (f) whether Customer will allow a Site Visits before Bids are placed; (g) deadlines for Bid submissions; (j) whether the Disposal Materials are available for purchase; (i) the date by which the Disposal Materials must be removed and (j) any other information the Customer determines to be important, such as photographs, lists, and miscellaneous documents. The Job does not constitute an offer to enter into a binding contract but is merely an invitation for Vendors to bid on the Job. Once a Job is placed it may be canceled or revoked at any time before Confirmation by removing the Job from the Platform, however, once Confirmation has occurred, a Job cannot be revoked. RGX may charge a processing fee for cancelled Jobs.

b. Bids. Jobs will be accessible to Vendors on the Platform, where Vendors will be able to make Bids on the Job. If the Job specifies that a Certified Vendor is required, then only Certified Vendors will be permitted to Bid on the Job. Bids will include, among other things, (i) a statement as to whether the Vendor is a Certified Vendor, (ii) a per pound price that the Vendor will pay for the Disposal Materials (in US Dollars); (iii) a list of the specific services that the Vendor proposes to perform for the Customer to fulfill the Job, (iii) the price that the Vendor would charge the Customer for those services (in US Dollars), (iv) proposed timetables for deliverables; (vi) deadlines for Confirmation and date that the Bid will expire; and (vii) any other terms and conditions that the Vendor wants to include. RGX does not guaranty any minimum or maximum number of Vendors, nor any specific Vendors. Each Bid is specific to the Job to which it applies and no Bid will be deemed to constitute a general offer for services or set a precedent or expectation with respect to that Vendor, and there is no vested right in Bid amounts, pricing, terms, course of dealing or course of performance. Vendors will determine their Bids on a case by case basis in their sole discretion. Each Bid shall constitute an offer to enter into an agreement with the Customer based on the terms in the Bid, but a Bid will not form a contract until it is Accepted. Once a Bid is placed it may be canceled or revoked at any time before Acceptance by removing the Bid from the Platform, however, once Acceptance has occurred, a Bid cannot be revoked. RGX may charge a processing fee for cancelled Bids. If the Job states that the Disposal Materials are not available for purchase, the Vendor must destroy the Disposal Materials, and if the Disposal Materials are found listed for sale or lease thereafter, the Vendor may be subject to fine, suspension from the Platform, and/or termination of the Vendor’s Account or any other remedy available at law or in equity.

c. Site Visits. If the Customer will allow Vendors to visit the Customer's site before the Vendor places a Bid (a "Site Visit"), the Vendor and Customer will work together to coordinate the Site Visit, under such terms and conditions as the Vendor and Customer agree. RGX will not be involved in coordinating or managing or have any responsibility regarding Site Visits.

d. Confirmation. To accept a Bid, the Customer will "Confirm" a specific Bid on the Platform. Customers do not have the ability to make counteroffers to a Bid using the Platform; rather a Bid is either confirmed or it is not. Confirmation is specific to, and only applies to the specific Bid. In no event will a Confirmation on one occasion be deemed to be a general acceptance of Bids from a Vendor generally, or a commitment to purchase goods or services from that Vendor in the future, or set a precedent or expectation with respect to that Customer, and there is no vested right in pricing, terms, course of dealing or course of performance.

e. Statement of Work. The Confirmation will contain, among other things, (i) a description of the scope of recycling and disposal services, terms, and conditions, as described in the Job and Bid (the "Field Services"); (ii) a description of any purchases of Disposal Materials the Vendor will make; (iii) the amount of (or method of calculating) the Transaction Fees and their payment terms; (iv) a Job site location(s); (v) contact information for a representative of the Customer and Vendor; (vi) a description of any applicable deliverables for that SOW ("Deliverables"), (vii) applicable milestones and projected delivery schedules; and (viii) other applicable information. The Confirmation will constitute a binding Statement of Work ("SOW") and will expressly reference these Terms, and each such SOW is expressly incorporated into these Terms by reference. In no event shall the Vendor have any obligation to purchase Disposal Materials or perform Field Services, nor shall Customer have any obligation to sell Disposal Materials or pay any Field Services Fees, unless and until an SOW has been generated and acknowledged. If any conflict or inconsistency exists between the terms of a SOW and the terms in the main body of this Agreement, the SOW shall control.

f. RGX as Project Manager Only. RGX is merely a facilitator in Transactions, acting to (i) manage the Job, Bid, Confirmation, and Closing process, including ensuring that Certified Vendors satisfy the Standards (and Non-Certified Vendors satisfy any standards required in the SOW); and (ii) monitor and manage the Vendor's performance of the Field Services as set forth in subsection (g) below (collectively, the "RGX Management Services"). RGX is not itself a Vendor and does not, itself, perform the Services. RGX is not responsible for any aspect of the Field Services, the Vendor's performance of the Field Services, or for the obligations of either Customer or the Vendor to one another or the result of or satisfaction with the Field Services. RGX is not a guarantor of the Field Services, or a fiduciary to Customer or Vendor. Customer agrees to look solely to the Vendor for performance of the Field Services and purchase of Disposal Materials and shall not hold or attempt to hold RGX responsible or liable for the performance of the Field Services or purchase of Disposal Materials. RGX is responsible, however, for the specific obligations that RGX expressly agrees to provide pursuant to these Terms, and may be liable only for its negligence, gross negligence, or intentional misconduct in the performance of those obligations.

g. RGX's Management and Monitoring Role. During the Vendor's performance of the Field Services, RGX will provide the following management, overseeing, and communication functions:

i. Provide automated alerts and reminders to both the Customer and the Vendor, including for deadlines, milestones, task completion, and job completion;

- ii. Assist with communication regarding disputes between the Customer and the Vendor; provided RGX will not act on behalf of or in any representative capacity for either Customer or Vendor with respect to any dispute;
- iii. Monitor scope, adherence, and progress to keep work on schedule per the SOW;
- iv. Provide progress reports and scheduled work to the parties, including retaining and providing access to job records, subject to restrictions and confidentiality obligations;
- v. Identify problems that may occur and working to resolve them;
- vi. Keep copies of the Order, Bid, Acceptance, Certificates of Destruction, Certificates and Cancellation and other records;
- vii. Deliver notices and other communications related to the work; and
- viii. Assist with management of the financial transactions per the SOW.

h. Deliverables

i. Completion. Upon completion of the services listed in the SOW, Vendor will submit either a Certificate of Destruction or provide the evidence of completion required by the SOW (the "Certificate"). Customer acknowledges that performance of Services will depend on Customer and third parties, and therefore, each Schedule and Deliverable, may be subject to revision as each Deliverable progresses. Vendor shall not have any liability for any delay in completing tasks to the extent the delay is due to Customer's acts or omissions, lack of cooperation or readiness, or intentional misconduct.

ii. Risk of Loss. Ownership and risk of loss of Disposal Materials and Customer Data shall remain with Customer whether or not Vendor takes possession of them. Neither RGX nor Vendor will claim any ownership of or title to any Disposal Materials or Customer Data.

iii. Closing. Customer shall have seven (7) days from the date Vendor delivers a Certificate stating that Vendor has delivered an applicable Deliverable (which may be delivered in phases) (the "Confirmation Period"), to promptly notify Vendor and RGX in writing of any identified discrepancies between the Deliverable and requirements of this SOW ("Reject Notice"). A Reject Notice must be reasonable and in good faith and shall specify a list of items that do not comply with the SOW to be corrected. On receipt of Customer's Reject Notice, Vendor shall promptly commence, at no additional cost or charges to Customer using its commercially reasonable efforts, to complete, as quickly as practical, the necessary corrections to the applicable Deliverable. The evaluation process shall thereupon resume, as set forth above, and Customer shall have a new Confirmation Period to evaluate the corrected Deliverable. If Customer does not deliver a Reject Notice within the Confirmation Period, Customer will be deemed to have accepted the Deliverable and the Certificate as conclusive evidence that the Services were satisfactory and met this SOW's requirements, and Customer and Vendor will complete all required closing documents provided on the Platform.

2. Term of These Terms. These Terms are effective as to Customer, as of the date that Customer agreed to the TOS, and will continue in effect for Customer for so long as Customer's Account

under the TOS is active, except that these Terms shall only be effective and in effect during periods that Customer is party to an active Transaction, and in such cases, notwithstanding termination of Customer's Account under the TOS, these Terms will continue in effect until completion of the Transaction as provided in the Acceptance. These Terms are effective as to Vendor as of the date that Vendor agreed to the TOS, and will continue in effect for Vendor for so long as Vendor's Account under the TOS is active, except that these Terms shall only be effective and in effect during periods that Vendor is party to an active Transaction, and in such cases, notwithstanding termination of Vendor's Account under the TOS, these Terms will continue in effect until completion of the Transaction as provided in the applicable Acceptance.

3. Term of the Transaction. The Transaction term will be as stated in the Applicable SOW.

4. Covenants of the Parties

a. Covenants of Customer.

i. Preparation of Disposal Materials. Customer shall prepare the Disposal Materials so that they are organized in a single convenient location (or if due to the size and available space, a single location is not feasible, then a few convenient spaces); neatly stacked onto Pallets ("Palletized"); and wrapped in plastic or other approved materials to prevent spillage or damage.

ii. Condition of Disposal Materials. The condition and nature of the Disposal Materials shall not have materially changed (normal degradation and wear and tear excepted) since from the description of them in the Job.

iii. No Infringement. The Disposal Materials shall not infringe, and shall not contain any information that infringes upon any Intellectual Property Rights of third parties, and Customer shall indemnify, defend and hold harmless Vendor and RGX from and against Claims by any Party or third parties that possession or transfer of the Disposal Materials infringed or infringes upon the third party's Intellectual Property Rights.

iv. Conditions Precedent. The Vendor shall not be obligated to complete the pickup, unless (i) the quantity, nature, condition, and description of the Disposal Materials are materially consistent with the disclosures that Customer made in the Job; and (ii) all representations and warranties made by the Customer in the Job (or incorporated into the Job) are true and correct. If the requirements of subsections (i) and (ii) are not been satisfied as of the pickup date, Customer will be deemed to have made a "Material Inaccuracy", and Customer will have 5 business days to revise the Job in writing to correct the description so that the Material Inaccuracy is corrected. Within 5 business days after the Vendor receives the revised Job correcting the Material Inaccuracy, the Vendor shall provide written notice to Customer that: (A) Vendor will proceed with the pickup and payment of the Purchase Price on the original terms set forth in the Acceptance and set a new pickup date; or (B) Vendor has adjusted to the Purchase Price as a result of the Material Inaccuracy, such adjustment to be set forth in the notice, in which case (if Vendor adjusts the Purchase Price), Customer will have 3 business days after the notice to (y) accept the adjustment of the Purchase Price and proceeding toward the pickup and set a new pickup Date with Vendor or (z) terminate this Agreement and the Acceptance will be deemed null and void.

b. Covenants of Vendor. Vendor covenants and agrees that:

i. Vendor's shall treat Customer's premises and personnel respectfully and with the same decorum, care, and dignity that it treats Vendor's own premises and personnel;

ii. Vendor will not leave any rubbish behind on Customer's premises and will clean up the area where the Disposal Materials were stored and where the Field Services are performed.

iii. Vendor will not cause any damage to Customer's premises and will use due care in handling Disposal Materials to avoid spillage or damage to the premises.

iv. Vendor shall cause the recycling of the Disposal Materials to be completed in a professional and workmanlike manner in compliance with all applicable laws, rules, regulations, orders of any court or other governmental authority (collectively, "Laws").

5. Representations and Warranties.

a. Customer's Representations and Warranties. Customer represents and warrants to RGX and Vendor, as of the Effective Date, as follows:

i. Customer owns all right, title, and interest in and to the Disposal Materials.

ii. Customer has all requisite company power, authority, permits, and licenses to enter into and perform its obligations under this SOW.

iii. The Disposal Materials will not infringe a patent, copyright, trade secret, or other intellectual property rights of any third party.

b. Vendor's Representations and Warranties. Vendor represents and warrants to Customer and RGX, as follows:

i. Vendor has the ability, resources, equipment, and skills necessary to perform the services specified in the SOW.

ii. If Vendor is a Certified Vendor, it will maintain at least one of these certifications for the life of this SOW: Basal Action Network (E-Stewards), Responsible Recycling (R2), Institute of Scrap Recycling (ISRI) Rios/R2 and ISO 14001, and will remain fully compliant with Certification Requirements.

iii. Vendor's storage, recycle, disposal, and related practices are fully compliant with and will store, recycle, and dispose of the Disposal Materials in full compliance and conformity with applicable Laws and Standards, as promulgated and updated from time to time by SERI and other industry self-governing organizations and any other applicable governmental and non-governmental regulatory agencies.

iv. Vendor shall assure that all materials that would be a characteristic hazardous waste were it not for exemptions (such as circuit boards), remain within the United States for further processing. Except with the approval of Customer in advance, these materials should not leave

the United States until they have been processed to the point at which it can be considered a commodity ready for use in a new product.

v. Vendor represents and warrants it will comply at all times with all applicable Laws and all Field Services will be carried out in compliance with applicable Laws. It is the responsibility of Vendor to determine what Laws apply and to fully comply with them.

c. RGX's Representations and Warranties. RGX represents and warrants to the Customer and Vendor, as of the Effective Date, as follows:

i. RGX has all requisite company power, authority, permits, and licenses to enter into and perform its obligations under this SOW.

ii. RGX has obtained all licenses and registrations necessary to conduct its business, and no such licenses, permits, or registrations have been revoked or are currently suspended.

iii. RGX will comply at all times with all applicable Laws.

d. DISCLAIMER OF OTHER WARRANTIES. THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS ARE THE ONLY WARRANTIES MADE BY THE CUSTOMER, VENDOR AND RGX HEREUNDER, AND EACH PARTY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, TRADE USAGE, COURSE OF PERFORMANCE OR TRADE PRACTICE.

e. SERVICE PROVIDED "AS IS." EXCEPT AS OTHERWISE SET FORTH UNDER THESE TERMS OR AN APPLICABLE SOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RGX MANAGEMENT SERVICES, FIELD SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT A PARTY OBTAINS FROM ANOTHER PARTY, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THIS SOW.

## 6. Insurance.

a. RGX. RGX shall maintain liability insurance at the following levels: Commercial General Liability: \$1,000,000 per occurrence and \$1,000,000 aggregate; Employer's Liability: \$1,000,000 each accident; Liability Auto Coverage: \$500,000 per accident.

b. Vendor. Vendor shall obtain and maintain liability insurance adequate to cover the potential risks and liabilities, per occurrence and in the aggregate. The insurance Vendor is required to maintain under this SOW: a) shall be commensurate with the nature and size of the Vendor's operations, b) shall cover liability for data privacy breaches, contractual liability, property damage, environmental pollution, and occupational health and safety impacts (e.g. hazardous exposures and releases, bodily injury, and accidents) and other emergencies, c) shall be sufficient to underwrite

indemnification to Customer and RGX, as provided in this SOW; and (d) shall name RGX and Customer as additional insureds to the extent commercially feasible. If Vendor is a Certified Vendor, Vendor shall obtain professional advice and bids of at least two insurance actuaries regarding appropriate insurance. The record of this professional advice shall be maintained as part of the e-Stewards records system and the insurance coverage ultimately chosen should fall within the range of the Bids. Certified Vendors shall conduct assessments and obtain insurance that conforms to the Guidance for Provision 11 (promulgated by SERI).

c. Customer. Customer shall maintain liability insurance at the following levels: Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate; Employer's Liability: \$1,000,000 each accident; Liability Auto Coverage: \$1,000,000 per accident.

## 7. Intellectual Property.

a. Intellectual Property Rights. Among the Parties, (i) RGX owns all right, title and interest, in and to all RGX Data, RGX Confidential Information, including all RGX's Intellectual Property Rights therein; (ii) Customer owns all right, title, and interest, in and to all Customer Data, Customer Confidential Information, and all Customer's Intellectual Property Rights therein; and (iii) Vendor owns all right, title, and interest, in and to all Vendor Data, and Vendor Confidential Information, and all Vendor's Intellectual Property Rights therein. The term "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now or hereafter exist, and all applications therefore and registrations, renewals and extensions thereof, under all applicable Laws.

b. Data. Among the Parties, (i) Customer retains ownership of all right, title and interest in and to all Disposal Materials, data, materials, and other information that Customer provides or posts to the Platform, including such data belonging to Customer or to third parties (collectively, "Customer Data"); (ii) RGX retains ownership of all right, title and interest in all data, materials, and other information that RGX provides or posts to the Platform (collectively, "RGX Data"); and (iii) Vendor retains ownership of all right, title and interest in all data, materials and other information that Vendor provides or posts to the Platform (collectively, "Vendor Data").

c. Confidential Information. Each Party may, from time to time, in connection with these Terms or any SOW, disclose Confidential Information to the other Parties. "Confidential Information" means (i) all information to which a Party (as the "Recipient") is granted access to or receives from the other Party (the "Discloser"), including, but not limited to, (i) trade secrets, inventions, ideas, processes, software, data, programs, works of authorship, know-how, improvements, discoveries, designs, and techniques; (ii) information regarding company structure policies, products, plans, budgets, financial statements, contracts, prices; and (iii) information regarding the Discloser's employees, contractors, suppliers, and customers and other agents that is marked or otherwise identified as confidential at the time of disclosure or that would reasonably be understood to be confidential given the nature of the information and the context of the disclosure. RGX Data and RGX Intellectual Property Rights are considered RGX Confidential Information. Customer Data and Customer Intellectual Property Rights are considered Customer Confidential Information. Vendor Data and Vendor Intellectual Property Rights are considered Vendor Confidential Information.

i. Exceptions. The foregoing confidentiality obligations shall not apply to information that: (x) is already in Recipient's possession at the time of disclosure; (y) is or becomes part of the public domain through no fault of the Recipient, or (z) is lawfully received by Recipient from a third party having no obligations of confidentiality to the Discloser. Recipient may also disclose Confidential Information to comply with government regulations or lawful court order or judicial or arbitration process, provided that Recipient provides advance written notice thereof to Discloser and cooperates with Discloser's efforts to obtain protective treatment.

ii. Use Restrictions. Recipient shall not disclose to third parties or use the Discloser's Confidential Information other than for purposes authorized by the Terms. Recipient shall use the same degree of care that it uses to protect its own Confidential Information (but not less than reasonable care). Recipient will limit access to the Discloser's Confidential Information to those employees, agents, and approved subcontractors who have a need to know such information and are under confidentiality obligations substantially similar to the confidentiality obligations in this Section.

iii. Remedies. Unauthorized disclosure or use of Confidential Information will give rise to irreparable injury, which may not be adequately compensated by damages. In the event of a breach or threatened breach of this Agreement, significant harm may result to Discloser for which there may be no adequate remedy at law, and Discloser shall be entitled to seek a preliminary injunction and a temporary restraining order or such other equitable relief as may be necessary to protect its interests without the necessity of posting a bond or other security and without any requirement to prove actual damages. Such remedy shall be in addition to, and not a limitation upon any other remedy which may be available under contract, at law or in equity.

8. Payments. Subject to Section 5 of the TOS, the Purchase Price for the Transactions in the SOW shall be paid as follows:

a. Transaction Payments. There are two types of Transaction Fees: 1) Payments from the Vendor to Customer (to purchase Disposal Materials) ("Purchase Price"); and 2) Payments from the Customer to the Vendor (to purchase Field Services) ("Field Service Fees"). The Purchase Price and Field Service Fees are collectively referred to herein as "Payments". The amount of the payments will be specified in the applicable SOW. Payment of the applicable price or fees for Transactions will occur as follows:

i. Purchase Price For Disposal Materials. The Purchase Price payable by the Vendor to the Customer will be stated in the applicable SOW and will be determined on a Transaction by Transaction basis and is only valid for the specific SOW to which it applies.

ii. Field Service Fees. The Field Service Fees payable by Customer to the Vendor will be stated in the SOW along with an itemized list of Field Services agreed to be performed. The Field Service Fees will be determined on a Transaction by Transaction basis and are only valid for the specific SOW to which they apply. Customer shall pay RGX the Field Service Fees as set forth in the applicable SOW, in a single lump sum at least three (3) business days before the date that the Field Services are to be completed, using RGX's online payment portal.

b. Share to RGX. RGX will invoice each Customer and Vendor monthly, and that invoice will include all Subscription Fees and Transaction Fees due from that Customer or Vendor, as applicable that accrued during the previous month ("Monthly Invoices"). The Monthly Invoices will include line items showing the Transaction Fees for each separate Transaction during that month. Customers and



Vendors shall pay the Monthly Invoices to RGX within 15 days after delivery of the Monthly Invoice. Within 10 days after receipt of payment of any Monthly Invoice, RGX shall pay (a) to Customer, the Purchase Price for each purchase of Disposal Materials due to Customer for that applicable month, minus an amount equal to a percentage of the Purchase Price that Customer and RGX agree upon in writing (the "RGX PP Share"); and (b) to Vendor, for all Field Service Fees accrued to the Vendor during the previous month minus an amount equal to a percentage of the Field Service Fees that Vendor and RGX mutually agree upon in writing (the "RGX VF Share").

c. Taxes. Transaction Fees are exclusive of sales, use, income, transfer or other taxes or assessments (collectively, "Taxes"). Each Party shall indemnify and hold RGX harmless and against from payment of all Taxes, and any related penalties or interest arising from the payment of the Transaction Fees. The paying Party will make all payments of the Transaction Fees free and clear of, and without reduction for, any withholding taxes; any such Taxes shall be the obligated Party's sole responsibility.

9. Choice of Law. These Terms shall be governed exclusively by the laws of the state of Colorado and superseding/controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Subject to the Parties' agreement to Arbitrate in Section 12(b) of the TOS, and in cases that cannot be arbitrated, the Parties agree that any disputes, actions, Claims or causes of action relating to or in connection with this Agreement, regardless of the legal theory, whether in contract, tort, strict liability, or otherwise, shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of Denver, Colorado and in each case, the Parties agree to knowingly and voluntarily waive any trial by jury.

10. Default. A Party (the "Defaulting Party") will be in default under these Terms or the Applicable SOW (each, an "Event of Default") if the following occurs:

a. Monetary Default. If a Party fails to pay any sums due to another Party under the Applicable SOW on their respective due dates and fails to pay such sums within five (5) business days after receipt of written notice of the nonpayment from the other Party, or if the failure of payment is due to a legitimate, active dispute, within five (5) business days after resolution of the dispute.

b. Non-Monetary Default. If a Party fails to perform any obligation it is required to perform or satisfy any material covenant it is required to satisfy under these Terms or the Applicable SOW, other than a default described in Section 10(a) above, and does not cure or remedy the same within thirty (30) days after receipt of written notice thereof.

11. Remedies for Default. If an Event of Default shall occur and is continuing, the Party not in default (the "Non-Defaulting Party") shall have the right to pursue any or all of the following remedies:

a. the right to immediately terminate the Applicable SOW upon written notice to the other Parties to the Applicable SOW (a "Default Termination"), provided that no Default Termination shall relieve the Defaulting Party of any liability for damages arising from such Event of Default; and

b. the right to seek actual direct damages incurred by the Non-Defaulting Party and caused by the Event of Default and all other remedies available to the Non-Defaulting Party pursuant to these Terms and the Applicable SOW, or at law or in equity; subject however to the limitations of liability set forth in Section 11 below, but in the case of litigation or arbitration (including appeals), the prevailing party shall be awarded its reasonable attorneys fees and court or arbitration costs.

12. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE). EXCEPT FOR CLAIMS FOR INDEMNIFICATION OR BREACHES OF OBLIGATIONS TO MAINTAIN CONFIDENTIALITY OF CONFIDENTIAL INFORMATION, THE MAXIMUM LIABILITY OF ANY PARTY FOUND TO BE IN BREACH OF THIS AGREEMENT (THE “BREACHING PARTY”) TO THE NON-BREACHING PARTY SHALL BE THE AMOUNT OF TRANSACTION FEES PAID BY THE NON-BREACHING PARTY TO THE BREACHING PARTY DURING THE 12-MONTH PERIOD IN WHICH THE NON-BREACHING PARTY FIRST ASSERTS THE APPLICABLE CLAIM. EXCEPT FOR CLAIMS FOR INDEMNIFICATION OR BREACHES OF OBLIGATIONS TO MAINTAIN CONFIDENTIALITY OF CONFIDENTIAL INFORMATION, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS AND WHETHER OR NOT THE BREACHING PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

13. Modifications to Form. Customer and Vendor acknowledge and agree that RGX and its attorneys have prepared these Terms and forms on the Platform (including SOWs) as a courtesy only to Customer and Vendor and not any in any representative capacity, owe no duties to either Customer or Vendor with respect to these Terms and forms on the Platform (including SOWs), and no warranty or representation of any kind or nature is made as to the adequacy, completeness, benefits, burdens, or suitability of these Terms and forms on the Platform (including SOWs) for Customer’s or Vendor’s purposes. Vendor and Customer have obtained or have had the opportunity to obtain advice from their respective legal and tax advisors with respect to use these Terms and forms on the Platform (including SOWs). Customer and Vendor may make modifications to these Terms and the form of SOW as they agree between themselves, but only with RGX’s prior written consent, not to be unreasonably withheld.

14. Incorporation. Each provision of the TOS is incorporated into these Terms by reference. If there is conflict or inconsistency between the terms of the TOS and these Terms, these Terms shall control only to the extent of their application to the specific Transaction.

15. Time of the Essence. Time is of the Essence in the performance of the Parties respective obligations under these Terms and each SOW.

16. Assignment; Delegation. This rights and obligations in these Terms may be assigned or delegated by the Parties only in compliance with and consistent with the TOS.

17. Amendments. No amendment to these Terms or any SOW will be effective unless it is in writing and signed by all Parties to the Transaction.

18. Notices. All notices or reports permitted or required under these Terms shall be in accordance with the notice provisions of the TOS.

19. No Waiver. A Party's failure to require or enforce strict performance of any provision of these Terms or Applicable SOW by another Party or User or failure to exercise any right under them shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision or right in that or any other instance. A Party's express waiver of any provision, condition or requirement of these Terms or an Applicable SOW shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement. Except as expressly and specifically set forth in these Terms and any SOW, no representations, statements, consents, waivers or other acts or omissions by a Party shall be deemed a modification of these Terms or any SOW, unless in a writing, signed by the Parties.

20. Severability. If any portion of these Terms or any SOW is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of these Terms or SOW, which shall continue to be in full force and effect.

21. Export. Each Party acknowledges that the laws and regulations of the United States may restrict the export and re-export of commodities and technical data of United States origin and agrees that it will not export or re-export the Disposal Materials in any form, without the appropriate United States and foreign governmental licenses.

22. ENTIRE AGREEMENT. THESE TERMS, THE TOS, AND EACH SOW, REPRESENT THE ENTIRE AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, PROPOSALS, CONTRACTS, REPRESENTATIONS, AND UNDERSTANDINGS, WRITTEN OR ORAL, CONCERNING ITS SUBJECT MATTER, WHETHER ELECTRONIC, ORAL OR WRITTEN, OR WHETHER ESTABLISHED BY CUSTOM, PRACTICE, POLICY OR PRECEDENT. NO STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES, OR UNDERSTANDINGS, EXPRESS, OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY ANY PARTY TO THIS AGREEMENT, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. EACH PARTY (INCLUDING USERS AND RGX) AGREES THAT IT HAS NOT RELIED UPON, AND WILL NOT RELY UPON ANY STATEMENT, REPRESENTATIONS WARRANTY, PROMISE, OR UNDERSTANDING NOT SPECIFICALLY SET FORTH HEREIN ANY SUCH RELIANCE BEING HEREBY EXPRESSLY DISCLAIMED.

23. Electronic Signature Authorization. By completing and submitting the Electronic Signatures related to these Terms or any SOW, each Party intends to, and is in-fact signing and agreeing to these Terms, or such SOW electronically. Each Party agrees that its electronic signature is the legal equivalent of its manual signature, such electronic signature being conclusive evidence of its intent to create, by electronic means, a binding and enforceable contractual relationship with the other Parties.

24. Notices. All notices or reports permitted or required under these Term or Applicable SOW shall be in writing and shall be by personal delivery, facsimile transmission, or by certified or registered mail, return receipt requested, and deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses on the first page of this Agreement or other address as either party may specify in writing.

25. Construction. The headings of these Terms and any SOW are for convenience and are not to be used in interpreting these Term or SOW. Unless the context clearly requires otherwise, "includes" and "including" are not limiting. No amendment or modification to these Terms or any SOW will be effective unless it is in writing and signed by both parties. Each Party agrees that it is a sophisticated

commercial business, has been represented by legal counsel and no rule of construction against the drafter of this SOW shall be authorized.

26. Force Majeure. No Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, shortages of electric power or other utilities, labor conditions, earthquakes, material shortages, pandemics, epidemics, or related public health restrictions that impair business operations or any other cause beyond the reasonable control of such Party.