

**THE FOLLOWING TERMS APPLY ONLY TO CUSTOMERS, SERVICE PROVIDERS, SUPPLIERS OR OTHER INDIVIDUALS AND ORGANIZATIONS THAT ARE ASSOCIATED WITH, OR SUBSCRIBE TO, AUDITONE.**

## **AUDITONE TERMS OF USE**

**THE FOLLOWING TERMS AND CONDITIONS ("TERMS") APPLY TO AND ARE EFFECTIVE IMMEDIATELY FOR ORGANIZATIONS, CUSTOMERS, SERVICE PROVIDERS (INCLUDING CERTIFICATION BODIES, STANDARDS OWNERS AND ACCREDITATION BODIES), SUPPLIERS AND OTHER ENTITIES AND INDIVIDUALS THAT HAVE REGISTERED WITH AUDITONE (ALL THE FOREGOING REFERRED TO AS "USERS") AND THAT ARE ASSOCIATED WITH, OR SUBSCRIBE TO PROGRAMS OR SYSTEMS RELATED TO AuditOne™, HEADQUARTERED IN DENVER, COLORADO ("AUDITONE").**

**WHEN WE REFER TO THE "PROGRAM" WE MEAN ALL AUDITONE TOOLS, SERVICES AND APPLICATIONS, (COLLECTIVELY THE "PROGRAM").**

**BY ACCESSING THE PROGRAM YOU AGREE TO BECOME BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THEM, PLEASE DO NOT ACCESS, DOWNLOAD, USE OR REGISTER WITH THE PROGRAM.**

### **1. Who "we" are and how "we" refer to "users"**

"We," "us," and "our" refers to AUDITONE.

"You" and "your" refer to "you", as a user of the PROGRAM.

A "user" is an individual registered with the PROGRAM and has agreed to these Terms.

A "user" may be acting for themselves (as an individual) or for a company or both.

All users will need to register on the PROGRAM to access and use the Services.

AUDITONE is engaged in the business of:

- engineering, developing, publishing and governing standards ("Standards");
- providing technology, digital management and oversight services, to brand owners ("Brands" or "Clients"); and,
- providing technology, digital management, oversight services and referral services to suppliers, certification bodies, standards owners and accreditation bodies (each of the aforementioned parties individually "Customer") related to audits and other testing, inspection and certification ("TIC") activities (the "Services").

**We will be sending you messages**

From time to time you will receive messages and notifications from AUDITONE. These are not advertisements or promotions, but may contain important information for you and your organization. You agree to that you will respond to these messages and notifications on a reasonable, good faith and timely basis.

## **2. Content**

“Content” or “content” (small caps) means text, images, photos, audio, video, location data, and all other forms of data, information, communication and activities.

“Your Content” means Content that you submit or transmit to, through, or in connection with the PROGRAM, such as profiles, postings, ratings, reviews, compliments, invitations, check-ins, messages, and any information that you publicly display or displayed in your account profile.

“User Content” means Content that users submit or transmit to, through, or in connection with the PROGRAM.

“AUDITONE Content” means Content that we create and make available in connection with the PROGRAM.

“Third Party Content” means Content that originates from parties other than AUDITONE or its users, which is made available in connection with the PROGRAM.

“PROGRAM Content” means all of the Content that is made available in connection with the PROGRAM, including Your Content, User Content, Third Party Content, and AUDITONE Content.

## **3. Modifications to these Terms**

Modifications, for example, may include and address new legal issues, PROGRAM functionality, and or Services. It is important that we maintain and update these Terms as the need arises for all users, to reflect our efforts to, for example, continuously improve the security, integrity, service and overall PROGRAM experience for all users. Therefore AUDITONE reserves all rights needed to modify these Terms at anytime and from time to time. Should you disagree with this or any other section, please discontinue use of the PROGRAM and Services immediately.

## **4. Translation**

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs these Terms, and any inconsistencies among the different versions will be resolved in favor of the English version.

## **5. Using the PROGRAM**

### **Permission to Use the PROGRAM**

AUDITONE grants you and your invitees the right to use the PROGRAM and Services subject these Terms, on an as is, will be (as modified) basis, and at your own risk.

### **PROGRAM Availability**

In the normal course of operating and maintaining the PROGRAM, it is possible the PROGRAM and Services (including your account) may be, at times, modified, updated, interrupted, suspended or discontinued without notice. It is important that we maintain and update the PROGRAM as the need arises for all users, to reflect our efforts to continuously improve the security, and integrity of our PROGRAM. Therefore AUDITONE reserves all rights needed to modify, update, suspend or discontinue components of the PROGRAM, in part or entirely, at any time and from time to time, in our sole discretion. Should you disagree with this or any other section, please discontinue use of the PROGRAM and Services immediately.

### **User Accounts**

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the PROGRAM and Services. As a condition of your use of the PROGRAM, you, to the best of your knowledge, agree to (a) provide AUDITONE with true, accurate, current and complete information as prompted by the AUDITONE's forms, when registering for or using the PROGRAM and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for:

- maintaining the confidentiality of your account password, if applicable;
- for all activities that you conduct on your account; and
- to notify us immediately of any unauthorized use of your account.

## **6. Responsibility for Your Content and Content in General**

You may not imply that your Content or any Content that you upload, publish and share is in any way sponsored or endorsed by AUDITONE.

You can upload and permit other users on your behalf to upload your content to the PROGRAM.

You can share and permit other users on your behalf to share your content with other users on the PROGRAM.

You represent that you own your Content and or have the necessary permissions to use and authorize the use of user Content or third party Content that you upload, publish and share.

Your Content is accurate, honest, truthful, and complete in all respects.

Your Content is not infringing, harassing, libelous, abusive, threatening, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violate any relevant law or right of any other party.

Your Content does not reflect the views of AUDITONE, its officers, managers, owners, employees, agents, designees or other users.

You have the power and the authority to bind the company, entity or organization on whose behalf you are entering into these Terms.

You alone are responsible for Your Content. For example, once you publish your content to another and or user third party (no different from sending an email, text message or posting an article or document) you may not be able to undo or delete such publication completely without the assistance of each user that you and or other users (with your permission) published it to.

You assume all risks associated with Your Content. For example, if you send anyone Content, they may rely on its quality, accuracy, completeness, and or reliability and hold you responsible legally, no different than in your day-to-day life and or business. So please do not publish corrupt content or content you don't own or have permission to use. For example, you may be held liable to other users if:

- your Content contains material that is false, intentionally misleading, or defamatory;
- violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- contains material that violates any law or regulation in any jurisdiction, including those of the United States, European Union, the People's Republic of China or any of their political subdivisions.

## **7. Use of Content in General, Transactions, Disclaimers**

You are solely responsible for the Content that you upload to the PROGRAM. You agree to bear all risks associated with any PROGRAM Content. AUDITONE does not certify the accuracy, integrity, quality, completeness, appropriateness or legitimacy of any Content transmitted to or delivered through the PROGRAM. All Content is the sole responsibility of the user from whom such Content originated.

AUDITONE has right, but is not obligated, to review Content, investigate suspicious activity and, in its sole judgment and discretion, remove any content that AUDITONE believes to violate these Terms.

You acknowledge and agree that under no circumstances will AUDITONE be liable in any manner whatsoever for the use of Content related to or arising from, directly or indirectly, the PROGRAM, its users and any third parties. This includes, but is not limited

to errors, omissions, fraud, defamatory statements, breach of confidentiality and or privacy, losses and or damages of any kind and nature, related to any matter or thing. Accordingly, you hereby waive any and all rights you may have in equity or law to assert any claim or bring any action against AUDITONE in connection with the aforementioned.

### **Our Right to Use Your Content To Improve and Enhance Your PROGRAM Experience and Our Services**

When you upload, submit, store, send or receive Content to or through the PROGRAM or Services, you give AUDITONE and its subsidiaries (and those we/they work with) a worldwide, non-exclusive, royalty-free license to access and use your Content subject to these Terms.

This license will enable AUDITONE, for example:

- to activate your account and the accounts of your permitted invitees and users;
- to activate commands and functionality on the PROGRAM;
- to maintain content publically (visible) or privately (invisible), as you chose;
- to improve and optimize awareness, intuitiveness and usage of the PROGRAM and Services; and
- to act as a super administrator to accomplish the intent of the above and these Terms.

When you use the PROGRAM and Services, you give us permission to add your name to AUDITONE'S list of users and customers in its marketing and media activities.

### **8. Ownership**

As between you and AUDITONE, you own Your Content. We own the AUDITONE Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other PROGRAM Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the PROGRAM excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the AUDITONE Content, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the AUDITONE Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the PROGRAM and AUDITONE Content.

### **9. Advertising**

AUDITONE and its licensees may publicly display advertisements and other information adjacent to your Content free of charge.

#### 10. **Restrictions**

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

You agree not to, and will not assist, encourage, or enable others to use the PROGRAM to:

- Violate our Content Guidelines, for example, by writing a fake or defamatory review, knowingly providing or submitting false or misleading information, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- Violate any third party's rights, including, but not limited to, any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, corporation, entity, or organization falsify your contact or other information, misrepresent a relationship with any person or entity, or otherwise attempt to mislead others as to the origin of a review or rating;
- Send bulk emails, surveys, or other mass messaging, engage in keyword spamming, or otherwise attempt to manipulate the PROGRAM's search results or any third party webPROGRAM; or
- Violate any applicable local, state, national or international law, including but not limited to: competition laws, and any rules and regulations having the force of law.

You also agree not to, and will not assist, encourage, or enable others to:

- Violate the Terms or use the PROGRAM for any purposes not authorized by the Terms;
- Modify, adapt, appropriate, reproduce, distribute, translate, reverse-engineer, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the PROGRAM or PROGRAM Content (other than Your Content), except as expressly authorized by AUDITONE;
- Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the PROGRAM or on any materials printed or copied from the PROGRAM;
- Access, retrieve or index any portion of the PROGRAM for purposes of constructing or populating a searchable database of business reviews;
- Reformat any portion of the PROGRAM;

- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on AUDITONE's technology infrastructure or otherwise make excessive traffic demands of the PROGRAM;
- Attempt to gain unauthorized access to the PROGRAM, user accounts, computer systems or networks connected to the PROGRAM through hacking, password mining or any other means;
- Sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under the Terms;
- Use the PROGRAM or any PROGRAM Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- Use any device, software or routine that interferes with the proper working of the PROGRAM, or otherwise attempt to interfere with the proper working of the PROGRAM;
- Use the PROGRAM to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the PROGRAM or PROGRAM Content; or
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the PROGRAM, features that prevent or restrict the use or copying of PROGRAM Content, or features that enforce limitations on the use of the PROGRAM.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us at [info@AuditOneGlobal.com](mailto:info@AuditOneGlobal.com), together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

#### **11. Privacy Policy**

You represent that you have read, understood, and agree to our *Privacy Policy in Section 23*. Note that we may disclose information about you, including your Content, to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the PROGRAM outside of the United States, you consent to having your personal data transferred to and processed in the United States.

#### **12. AUDITONE Antitrust Policy**

You represent that you have read and understood and will not violate the AUDITONE Antitrust/Competition Policy.

### **13. Suggestions and Improvements**

By sending us any ideas, suggestions, documents or proposals (“Feedback”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against AUDITONE and its users any claims and assertions of any moral rights contained in such Feedback.

### **14. Third Parties**

The PROGRAM may include links to other websites or applications (each, a “Third Party Site”). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the PROGRAM may be subject to additional third party or open source licensing terms and disclosures, including the ones posted here and incorporated herein by reference.

### **15. Copyright And Trademark Disputes**

If you believe that your copyright or trademark is being infringed on the PROGRAM, your claim should be promptly sent in the form of a written communication to AUDITONE at the following address AuditOne, PO Box 21194, Denver, CO 80221. All claims must include the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line PROGRAM are covered by a single notification, a representative list of such works at that PROGRAM;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit AUDITONE to locate the material;

Information reasonably sufficient to permit the AUDITONE to contact the complaining party, such as name, address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;



A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **16. Indemnity**

You agree to indemnify, defend, and hold AUDITONE, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "AUDITONE Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party, including governmental entities, arising out of or relating to: (a) your access to or use of the PROGRAM, (b) your violation of the Terms, (c) any products or services purchased or obtained by you in connection with the PROGRAM, (d) inaccurate or untruthful Content or other information provided by you to AUDITONE or that you submit, transmit or otherwise make available through the PROGRAM, or (e) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. AUDITONE reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of AUDITONE. AUDITONE will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### **18. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE AUDITONE ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE PROGRAM. BY ACCESSING OR USING THE PROGRAM, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE AUDITONE ENTITIES MAY OR MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF THE PROGRAM IS AT YOUR OWN DISCRETION AND RISK. THE AUDITONE ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE PROGRAM, ITS SAFETY OR SECURITY, OR THE PROGRAM CONTENT. ACCORDINGLY, THE AUDITONE ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE PROGRAM'S INOPERABILITY,

UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT, ORDER, AND DISPLAY), OR METRICS FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE PROGRAM. AUDITONE ENTITIES MAKE NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE RELIABILITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE BUSINESS LISTINGS, RATINGS, REVIEWS OR ANY OTHER MATTER IN CONNECTION WITH THE PROGRAM, AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS THEREIN.

THE AUDITONE ENTITIES MAKE NO CLAIMS, ENDORSEMENTS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES LISTED ON THE PROGRAM OR THE PROGRAM'S USERS. ACCORDINGLY, THE AUDITONE ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER MISUSES YOUR CONTENT, IDENTITY OR INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES LISTED OR FEATURED ON THE PROGRAM. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED THROUGH THE PROGRAM IS AT YOUR OWN DISCRETION AND RISK.

The PROGRAM may display links to other Internet PROGRAMs or resources. Because AUDITONE has no control over such PROGRAMs and resources, you acknowledge and agree that AUDITONE is not responsible for the availability of such external PROGRAMs or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such PROGRAMs or resources. You further acknowledge and agree that AUDITONE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such PROGRAM or resource.

THE AUDITONE ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE PROGRAM, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE AUDITONE ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AUDITONE ENTITIES WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF AUDITONE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), WITH RESPECT TO THE PROGRAM, INCLUDING, BUT NOT LIMITED TO: (A) THE USE OR INABILITY TO USE THE PROGRAM; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE PROGRAM; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS, DATA, INFORMATION, OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE PROGRAM; (E) STATEMENTS OR CONDUCT OF ANY PROVIDERS OF GOODS OR SERVICES OR OTHER THIRD PARTY IN CONNECTION WITH OR THROUGH THE PROGRAM; (F) ANY OTHER MATTER RELATING TO THE PROGRAM; (G) ANY BREACH OF THESE TERMS BY AUDITONE ENTITIES OR THE FAILURE OF AUDITONE ENTITIES TO PROVIDE SERVICES UNDER THE TERMS, OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF ANY DISSATISFACTION, CLAIM, OR CAUSE OF ACTION RELATED TO THE PROGRAM, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE PROGRAM. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OR EXCLUSIONS OF LIABILITY OR DAMAGES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **19. CHOICE OF LAW AND VENUE**

DELAWARE LAW WILL GOVERN THESE TERMS, AS WELL AS ANY CLAIM, CAUSE OF ACTION OR DISPUTE THAT MIGHT ARISE BETWEEN YOU AND AUDITONE (A "CLAIM"), WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Denver, Colorado, United States of America, and judgment on the award may be entered into any court having jurisdiction thereof. Notwithstanding anything herein to the contrary, AUDITONE may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

#### **20. Termination**

You may terminate the Terms at any time by closing your account, discontinuing your use of the PROGRAM, and providing AUDITONE with a notice of termination here.

We may close your account, suspend your ability to use certain portions of the PROGRAM, and/or ban you altogether from the PROGRAM for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the PROGRAM, Your Content, PROGRAM Content, or any other related information. Upon such action, you must immediately cease accessing or using the PROGRAM and agree not access or make use of, or attempt to use, the PROGRAM. Furthermore, you acknowledge that AUDITONE reserves the right to take action — technical, legal or otherwise — to block, nullify or deny your ability to access the PROGRAM. You understand that AUDITONE may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to AUDITONE.

All provisions of these Terms, which by their nature should survive termination shall survive the termination of your access to the PROGRAM, including, without limitation, provisions regarding Definitions, Translation, Content, Restrictions, Indemnity, Disclaimers and Limitations of Liability, Choice of Law and Venue, and General Terms.

## 21. GENERAL TERMS

We reserve the right to modify, update, or discontinue the PROGRAM at our sole discretion, at any time, for any or no reason, and without notice or liability.

We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the PROGRAM.

Except as otherwise stated in Section IX above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

The Terms contain the entire agreement between you and us regarding the use of the PROGRAM, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

If you breach any term of these Terms or other agreement with AUDITONE, AUDITONE may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. AUDITONE's remedies are cumulative and not exclusive. Failure of AUDITONE to exercise any remedy or enforce any portion of the Terms at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of this agreement at any time thereafter.

These Terms are not assignable, transferable or sublicensable by you except with AUDITONE's prior written consent. AuditOne may transfer, assign or delegate the Terms and its rights and obligations without consent.

No joint venture, partnership, employment or agency relationship exists between you and AUDITONE as a result of these Terms or your use of the PROGRAM.

In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**The section titles in the Terms are for convenience only and have no legal or contractual effect.**

22. AUDITONE competition law compliance policy, effective February 1, 2017. AuditOne (AUDITONE) takes very seriously its obligations in respect of competition law or, as it is more commonly referred to in the United States, antitrust law. The purpose of this Policy is to help ensure that AUDITONE and its officers, directors, employees, and members do not breach competition law and are aware of the potential consequences of a breach. This Policy applies to all areas of AUDITONE's business and to all activities and programs sponsored or conducted by or within AUDITONE. All

officers, directors, employees (permanent and fixed term), members, and any persons who perform services for AUDITONE (i.e. contractors and temporary workers) must comply with this Policy and any relevant guidance or standards provided (including the standards below made part of this document).

The consequences of breaching competition law can be severe, regardless of the jurisdiction, and can include substantial fines for AUDITONE and/or any of its members, as well as criminal investigations and sanctions against individuals, including imprisonment. Furthermore, failure to comply with this Policy may result in disciplinary action being taken against staff or expulsion of members from AUDITONE. It may also result in civil litigation being brought against the persons responsible for the breach.

Competition law prohibits any agreement or behavior between businesses that restricts competition and/or has a detrimental effect (or potential effect) on trade. Illustrative examples include an agreement between two companies to price the same services/products at the same level, or a direct or indirect exchange of strategically sensitive information (e.g. future quantities or prices) between competitors. If AUDITONE is deemed to be facilitating unlawful behavior amongst its members by, for example, arranging meetings at which unlawful discussions take place, then AUDITONE, its members, and the individuals attending the meeting all could face liability.

If you are at all unclear as to how competition law applies, seek immediate advice from your compliance or legal department.

#### A. STANDARDS – General Standards for AUDITONE Activities

The following general standards shall apply to all AUDITONE-sponsored meetings, events and activities:

The AUDITONE Competition Law Compliance Policy and these Standards (the “Policy”) will be made available to all AUDITONE members and others involved in AUDITONE meetings, activities, and events by publication on the AUDITONE website and, when appropriate, will be referred to in program announcements, materials, surveys and other publications.

Membership in AUDITONE shall be open to any CPG industry participant with a legitimate business interest in the organization.

All AUDITONE meetings shall be scheduled meetings. A detailed agenda shall be prepared and made available to attendees in advance and will be reviewed by legal counsel when necessary. Minutes of meetings shall be retained for at least seven (7) years. In general, subjects not included on the agenda should not be discussed at meetings.

A statement should be read aloud at the beginning of every meeting of members reminding them that all conversations in and outside of the meeting are subject to competition law and that they must comply with this Policy.

Where necessary, legal counsel will be present at AUDITONE meetings and events to ensure that attendees comply with this Policy.

Where necessary, minutes of AUDITONE meetings will be reviewed by legal counsel.

Where necessary, legal counsel will approve new AUDITONE programs and changes in existing programs.

Discussion of the following is strictly prohibited at all AUDITONE meetings (including at breakout sessions, meals, and social events organized by AUDITONE and/or during informal discussions held before or after meetings):

- Current or future prices.
- Possible future increases or decreases in prices.
- Standardization or stabilization of prices.
- Pricing procedures.
- Discounts and rebates.
- Credit terms.
- What constitutes “fair” profits.
- Allocation of markets, sales territories and freight allowances.
- Plans or strategies to award or remove business from a particular supplier.
- Confidential information or trade secrets.

All participants at any AUDITONE meeting should promptly object to any question, comment, or discussion that they believe is not appropriate. If the discussion persists, the meeting shall be halted, if necessary.

Participation in any program, survey, or benchmarking activity and adoption of any recommendation, standard, “best practice” or reporting template shall be voluntary and solely within the discretion of the individual member or participant. All recommendations, standards, “best practices,” reporting templates and the like shall be available to all members on a nondiscriminatory basis.

#### **B. Standards for Conduct and Use of Surveys and Benchmarking**

Legal counsel should provide advice before AUDITONE organizes any information exchange/benchmarking exercise to ensure that the exchange conforms to the governing laws and regulations of the applicable competition authority(ies). Following are general principles that all surveys and/or data aggregated for benchmarking should adhere to:

Participation in or responding to the survey must be voluntary.

The purposes of the survey are to be well defined, and the possible use of the survey or statistical program identified in advance.

Survey questions and compilation of data are to be formulated in a simple, concise manner.

Forward-looking data will not be requested or provided as part of any information exchange.

Any historical price or cost data provided in response to a survey shall be sufficiently old that it complies with the guidelines of the relevant competition authority.

Data will be collected and analyzed by a party independent of those furnishing information.

Information disseminated shall be sufficiently aggregated such that it will not allow recipients to identify the data provided by individual respondents. The number of participants providing data upon which each disseminated statistic is based shall be sufficiently large that it complies with the guidelines of the relevant competition authority.

AUDITONE shall maintain and preserve the confidentiality of the original information collected and participants in a survey shall not have access to the raw data submitted and compiled.

AUDITONE shall not disclose trade secrets or other confidential proprietary information of survey respondents, which would ordinarily be withheld from competitors or others.

All surveys shall comply with applicable guidelines and regulations of the relevant competition authority.

### **23. Privacy Policy**

Last Updated on May 18, 2017. This Privacy Policy (“Privacy Policy”) is effective immediately for users registering accounts after that date and will become effective on May 19, 2017 for pre-existing users.

This Privacy Policy along with the terms and conditions (the “Terms”) that can be found herein govern your access to and use of the AuditOne TM (“AuditOne”) PROGRAM and mobile applications (“PROGRAM”). By using the PROGRAM, you may be directed to websites other than the PROGRAM, that are created, provided or maintained for or by third-parties, including, but not limited to, third-party service providers (“Third Party Service”).

The various content, features, and services offered on and in connection with the PROGRAM are owned and operated by The Foundation for Strategic Sourcing, Inc. (“AUDITONE”), a Delaware LLC headquartered in Denver, Colorado.

By accessing or using the PROGRAM or Third Party Service, you are agreeing to this Privacy Policy and concluding a legally binding contract with AUDITONE. This Privacy Policy applies to the PROGRAM and Third Party Service, and governs data collection and usage with respect to the PROGRAM or Third Party Service.

#### **A. Collected Information**

AUDITONE collects information from individuals who visit and upload information to the PROGRAM.

Personal Information. When using the PROGRAM or obtaining Third Party Service, AUDITONE may require you to provide it with certain personal information, such as name, email address, (collectively, "Personal Information"). Users of Third Party Service may be required to provide other information.

Account Information. The content of your AUDITONE account, and any other information that you upload or download from the PROGRAM (your "Account Information") will be stored on the servers of AUDITONE, its agents, or third-party vendors. AUDITONE may store your Account Information and Personal Information at server locations abroad. Your Account Information is secured by means of data back-ups which, in the event of a system failure or similar error, allow for the restoration of data. AuditOne is GDPR Compliant.

#### B. USE OF INFORMATION COLLECTED

AUDITONE uses your Personal Information and Account Information as set forth in the Terms.

AUDITONE uses your Personal Information and Account Information to perform the services requested, process your requests, provide you with updates about PROGRAM, or inform you about other AUDITONE services or products that may be of interest to you.

In the event that you provide AUDITONE with your credit card information, AUDITONE will only use such information to check the financial qualifications of prospective users and to collect payment. Any financial information collected for the purposes listed above will be destroyed upon the closing of each transaction. If you request that your financial information be stored for future use, then said financial information will be kept in a secured file and database to be used for future user-initiated and approved transactions.

AUDITONE may use any and all information that you provide to Third Party Service providers for the same or similar purposes that said Third Party Service providers use such information.

#### C. PUBLIC FORUMS; CUSTOMER TESTIMONIALS

AUDITONE may provide bulletin boards, blogs, or chat rooms (each, a "Forum," collectively, the "Forums") on the PROGRAM. Any information you choose to submit in such a Forum may be read, collected, or used by others who visit these Forums, may be used to send you unsolicited messages, and may be used for other purposes as described in the Terms. AUDITONE is not responsible for the information you choose to submit in these Forums, or the information that you receive.

AUDITONE may post a list of users and testimonials on the PROGRAM that contain information such as user names and titles.



#### D. SHARING OF INFORMATION

You agree that AUDITONE may share your Personal Information to process payment of your service fees.

AUDITONE reserves the right to use or disclose information provided by you if required by law or if AUDITONE reasonably believes that use or disclosure is necessary to (i) protect and defend AUDITONE's rights or property; (ii) comply with a judicial proceeding, court order or legal process; or (iii) protect the safety of PROGRAM users, AUDITONE employees or the public at large.

#### E. INTERNATIONAL TRANSFER OF INFORMATION COLLECTED

To facilitate AUDITONE's global operations, AUDITONE may transfer and access your Personal Information and Account Information, around the world, including the United States. This Privacy Policy shall apply even if AUDITONE transfers Personal Information or Account Information to other countries.

#### F. COMMUNICATION PREFERENCES

AUDITONE offers you a means to choose how AUDITONE uses the Personal Information provided. You may manage your receipt of marketing and non-transactional communications by clicking the "unsubscribe" link located on the bottom of every AUDITONE's marketing email. Additionally, you may send a request specifying your communication preferences to [info@AuditOneGlobal.com](mailto:info@AuditOneGlobal.com). Users cannot opt out of receiving transactional emails relating to their account or the services provided through the PROGRAM.

#### G. SECURITY

AUDITONE has put into place reasonable technical and organizational safeguards in an effort to protect your Personal and Account Information from loss, misuse, unauthorized alteration, transfer or access.

AUDITONE maintains physical, electronic and procedural security measures in conjunction with the collection, storage and the disclosure of Personal Information and Account Information of users. These security measures also mean that AUDITONE will occasionally request that you provide evidence of your identity before AUDITONE reveals Personal Information or Account Information to you.

#### H. CHANGES TO THIS PRIVACY POLICY

AUDITONE reserves the right to update or change this Privacy Policy at any time. Any material changes to this Privacy Policy or AUDITONE's use of any Personal Information, Account Information, and/or PROGRAM Navigational Information will be posted on the PROGRAM.

#### I. LINKS

The PROGRAM may contain links to other websites. Please be advised that AUDITONE is not responsible for the manner of use or misuse of information made

available by you at such other websites. AUDITONE encourages you not to provide any Personal Information, before reviewing the privacy policy and terms of service of such other websites.

#### J. ACCESSING AND UPDATING YOUR PERSONAL AND ACCOUNT INFORMATION

AUDITONE provides you with access to your Personal Information and Account Information. You may correct, update or remove any Personal Information by contacting AUDITONE at [info@AuditOneGlobal.com](mailto:info@AuditOneGlobal.com).

#### K. CONTACT

If you have any comments or questions regarding this Privacy Policy or the information practices of AUDITONE, please contact AUDITONE at [info@AuditOneGlobal.com](mailto:info@AuditOneGlobal.com).

### **BASED ON THE ABOVE AUDITONE TERMS, CB AND CB USERS AGREE TO FOLLOWING ADDITIONAL AUDITONE TERMS OF USE AND SERVICES**

24. CB Obligations, Performance and Acknowledgements. CB will provide and/or perform the following provisions within the time requirements as set forth hereunder or as may be set forth in electronic communications issued by AuditOne:

CB will respond to, as will each of its Administrators, employees, contractors and other authorized users ("CB Users"), as applicable, AuditOne invitations; Requests for Information ("Requests"); and, Requests (also known as "Requirements" and "Authentication" of Requirements) (collectively "Requests"); as will be issued from time to time by AuditOne to the CB and CB Users. Each of the aforementioned Requests will be administered, performed and completed by the CB and/or each CB User, as applicable, as prescribed by AuditOne. Certain Requests will require that CB and each of the CB Users, as applicable, have certain Requests Authenticated. All Authentication Requests will be performed as instructed by AuditOne.

CB will be responsible for, and cause the performance of each CB User and their respective conformance with the Terms of Use and each of the Standards and Requests.

CB and each CB User will respond timely and diligently to Requests; and, perform and deliver all Requests as instructed, in English, unless pre-approved otherwise by AuditOne to be in an alternative language.

CB and each CB User will diligently maintain true, complete and updated personal and business profile information, including, but not limited to, uploading information in response to any Request relating to personal and business credentials of each user their respective contact information (e.g. country and state/province of practice, email address and business and mobile phone numbers) and, if Requested, have the aforementioned Authenticated.

CB and each CB User will, as applicable, timely and diligently meet each of the AuditOne Standards as Requested. Standards may be published and communicated to CB and each

CB User as applicable in the form of a Request. Requests will be sent via email. Each Request may come with step-by-step instructions that CB and CB Users will follow to perform and achieve the Standards satisfactorily. Standards may be modified, appended, and newly issued from time to time in the sole discretion of AuditOne. Standards may include, but not be limited to, evidence of accredited certification by an AuditOne pre-approved accreditation organization [such as ANSI-ASQ National Accreditation Board, (ANAB)], and procedures whereby CB and CB Users, as applicable, may demonstrate competence to audit and certify organizations conforming to management systems standards and other TIC activities and Requests.

CB and CB Users, as applicable, will engage in the PROGRAM its employees, contractors, representatives, agents, governing bodies (e.g., Standards Owners a/k/a Scheme Owners, Accreditation Bodies, Government Bodies, as applicable) that are engaged, directly or indirectly, with Clients or Client suppliers, auditors and other TIC actors that, in some way, interacts with Client or Client suppliers with regard to Standards and Requests. CB and CB Users, as applicable, will not to engage any services from any person or entity that is not an authorized user of, and performs its services pursuant to the Terms of Use.

CB and CB Users, as applicable, will conduct their PROGRAM TIC transactions (“Transactions”) with Client suppliers exclusively through the PROGRAM, including invoicing and collecting payments. Initially, each CB and or CB, as applicable, will have the right, in its discretion, to publish and offer its services and prices to Clients and Client suppliers.

All Transaction payments and settlements are performed solely within the PROGRAM. All settlements with each party involved will be made in the system once the Transaction has formally settled. Notwithstanding any provision to the contrary contained in this Agreement or other agreement (e.g., user terms and conditions, agreement), AuditOne are not a party to any transaction that is being negotiated or occurs as a result of this Agreement or use of the PROGRAM. CB and CB Users acknowledge and agree that AuditOne are solely independent facilitators that provide each User the technical ability to connect, communicate and transact, on a case by case, buyer and seller beware basis. In connection with the aforementioned, and as a material inducement for AuditOne to enter into the Agreement and to permit CB and CB Users to use the PROGRAM, CB and CB Users hereby irrevocably covenant and agree to defend (in real time, by paying all reasonable legal fees and other fees and associated costs for any defense that AuditOne elect to maintain, in their sole discretion), indemnify, and hold harmless AuditOne and their respective affiliates, directors, officers, employees and representatives from any claims, demands, costs, expenses and liabilities or losses that may be asserted against such parties to the extent resulting from or related to any Transaction.

CB acknowledges the relationship between AuditOne activities and each Brand is proprietary. Accordingly, CB covenants that it will not attempt to circumvent AuditOne with respect to any of the Brands, in any manner whatsoever. All CB communications regarding its TIC services will be solely limited to the CB, its auditor(s), the supplier(s)

that engage CB, and AuditOne, and any of their respective personnel on a need-to-know basis, subject to non-disclosure, confidential and privacy policies, and Communication with Brands will exclusively be with designated auditors regarding the Brand's suppliers. All communication with Brands will be made through the PROGRAM.

CB and CB Users, as applicable, will permit, AuditOne and its authorized employees, representatives and agents ("Representatives") to have fully unencumbered access to all subject matter, data and information related to this Agreement and each Client, Client supplier, and CB User ("CB Data"). Likewise, CB and each CB User, as applicable, will make all CB Data available to AuditOne. If it is determined that CB Data is, then upon 48 hours' notice by AuditOne to CB and or CB User as applicable, during normal business hours, CB and each CB User will provide such CB Data. Notwithstanding, AuditOne Representatives shall have the right to access and inspect any physical records related to or arising from CB Data via electronic sharing and/or the location where records are stored. CB and CB Users, as applicable, agree to and will be diligently responsive to all Requests and inquiries by AuditOne.

CB and CB Users acknowledge that that they are subject to being charged a referral fee ("Fee" or "Fees") on each Transaction. The Fee is subject to a Rate Card that will be provided by AuditOne prior to the commencement of any Transaction activities. Fees are deemed earned upon settlement of each Transaction notwithstanding the payment method. CB and CB Users have no right to and shall not make any claim against any Fee including without limitation, any credit, deduction or offset against any such referral fees.

CB and CB Users acknowledge and agree that they will read, accept, and strictly conform to any and all terms, conditions, policies and procedures as set forth in any terms of use and privacy policies provided CB and CB Users by AuditOne, manually or electronically.

CB and CB Users, as applicable, will be solely responsible for any taxes, duties, levies, tariffs and charges of any kind whatsoever imposed by any governmental entity, domestic or foreign, arising from any income generated by reason of any Transaction. CB and CB Users are solely responsible to maintain any license, permit, certificate or any other document or entitlement, including without limitation any necessary governmental approval or registration or the payment of any fee in any jurisdiction required in connection with the CB's and CB Users' provision of TIC services.

CB and CB User shall report to AuditOne any change in status of any Request, and/or of any denial, revocation or suspension of any license, permit, certificate or any other document or entitlement, which denial, revocation or suspension may limit or restrict CB's and or CB Users' eligibility or ability to perform services under this Agreement. In connection with the aforementioned, and as a material inducement for AuditOne to enter into the Agreement and to permit CB and CB Users use of the PROGRAM, CB and CB Users hereby irrevocably warrant, represent and agree to defend (in real time, by paying all reasonable legal fees and other fees and associated costs for any defense that AuditOne elect to maintain, in their sole discretion), indemnify, and hold harmless

AuditOne and their respective affiliates, directors, officers, employees and representatives from any claims, demands, costs, expenses and liabilities or losses that may be asserted against such parties to the extent resulting from any failure of CB and or CB Users to maintain any such license, permit, certificate, document or entitlement or to pay any such fee.

25. Confidential Information.

Definition. As used in this Agreement, “Confidential Information” means any confidential or proprietary information that is disclosed by one party (“Disclosing Party”) to the other party (“Recipient”), whether in writing or other tangible form, orally or otherwise. Confidential Information includes (I) information about processes, systems, strategic plans, business plans, operating data, financial information and other information and (II) any analysis, compilation, study or other material prepared by Recipient (regardless of the form in which it is maintained) that contains or otherwise reflects any information disclosed or made available by Disclosing Party to Recipient. Confidential Information does not include information that:

At the time of disclosure to Recipient, is generally available to the public;

After disclosure to Recipient, becomes generally available to the public other than as a result of a breach of this Agreement by Recipient (including any of its affiliates);

Recipient can establish was already in its possession at the time the information was received from Disclosing Party, if its source was not known by Recipient to be bound to an obligation of confidentiality with respect to this information; or

Recipient can establish was developed independently by Recipient without use, directly or indirectly of any Confidential Information.

Limitations on Disclosure and Use. Confidential Information must be kept strictly confidential and may not be disclosed or used by Recipient, except that Recipient may use Confidential Information of the Disclosing Party in the performance of its obligations or exercise of its rights under this Agreement or as specifically authorized in advance in writing by Disclosing Party. For example, AuditOne will provide auditor name and contact information to audit customers and suppliers once assigned by CB.

Recipient may not take any action that causes Confidential Information to lose its confidential and proprietary nature or fail to take any reasonable action necessary to prevent any Confidential Information from losing its confidential and proprietary nature. Recipient will limit access to Confidential Information to its employees, officers, directors or other authorized representatives (or those of its affiliates) who (a) need to know the Confidential Information in connection with this Agreement and (b) are obligated to Recipient to maintain Confidential Information under terms and conditions at least as stringent as those under this Agreement. Recipient will inform all these persons of the confidential and proprietary nature of Confidential Information and will take all reasonable steps to ensure they do not breach their confidentiality obligations, including taking any steps Recipient would take to protect

its own similarly confidential information. Recipient will be responsible for any breach of confidentiality obligations by these persons.

Equitable Relief. Each party acknowledges that, when it is a Recipient hereunder, money damages would not be a sufficient remedy for Disclosing Party in the event of any breach of this Agreement, and that Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach. This remedy will be in addition to any other available remedies at law or in equity.

Disclosures Required by Law. If Recipient is required by law to disclose any Confidential Information, Recipient will give Disclosing Party prompt notice and will use all reasonable means to obtain confidential treatment for any Confidential Information that it is required to disclose before making any disclosure. If Recipient cannot assure confidential treatment and it has exhausted all reasonable efforts to do so, Recipient may disclose Confidential Information if it is required by law to disclose the information it discloses. Notwithstanding the foregoing, Disclosing Party may request Recipient to take additional steps to seek confidential treatment before Recipient discloses Confidential Information even though Recipient has otherwise exhausted all reasonable efforts to do so. In that event, Recipient will undertake additional steps at Disclosing Party's expense.

## 26 Representations, Warranties and Covenants.

Authority. Each party represents to the other that (i) it has the full power and authority to enter into and perform its obligations under this Agreement; and (b) its execution and performance of this Agreement do not violate, conflict with, or result in a material default under, any other contract or agreement to which it is a party or by which it is bound.

Compliance with Laws. Each party represents, warrants and covenants to the other that it shall comply with all applicable federal, state and local laws governing or relating to the transactions contemplated hereunder.

## 27. Indemnification.

By AuditOne. AuditOne will defend, indemnify, and hold harmless CB and its affiliates, directors, officers, employees and representatives from any claims, demands, costs, expenses (including reasonable attorneys' fees) and liabilities or losses ("Claims") that may be asserted against such parties by or on behalf of a third party to the extent that the Claims result from or arise out of the gross negligence or willful misconduct of AuditOne in connection with its obligations hereunder.

By CB. CB will defend indemnify and hold harmless AuditOne and their respective affiliates, directors, officers, employees and representatives from any Claims that may be asserted against such parties by or on behalf of a third party to the extent that the Claims result from or arise out of the gross negligence or willful misconduct of CB in connection with its obligations hereunder.

Indemnification Procedures. The obligations and liabilities of the parties with respect to claims subject to indemnification under this Agreement (“Indemnified Claims”) are subject to the following terms and conditions:

The party claiming a right to indemnification under this Agreement (“Indemnified Person”) will give prompt written notice to the indemnifying party (“Indemnifying Person”) of any Indemnified Claim, stating its nature, basis and amount, to the extent known. Each notice will be accompanied by copies of all relevant documentation, including any summons, complaint or other pleading that may have been served or any written demand or other document.

With respect to any Indemnified Claim: (A) the Indemnifying Person will defend or settle the Indemnified Claim, subject to provisions of this subsection, (B) the Indemnified Person will, at the Indemnifying Person’s sole cost and expense, cooperate in the defense by providing access to witnesses and evidence available to it, (C) the Indemnified Person will have the right to participate in any defense at its own cost and expense to the extent that, in its judgment, the Indemnified Person may otherwise be prejudiced thereby, (D) the Indemnified Person will not settle, offer to settle or admit liability as to any Indemnified Claim without the written consent of the Indemnifying Person, and (E) the Indemnifying Person will not settle, offer to settle or admit liability as to any Indemnified Claim in which it controls the defense if the settlement, offer or admission contains any admission of fault or guilt on the part of the Indemnified Person, or would impose any liability or other restriction or encumbrance on the Indemnified Person, without the written consent of the Indemnified Person.

Each party will cooperate with, and comply with all reasonable requests of, each other party and act in a reasonable and good faith manner to minimize the scope of any Indemnified Claim.

28. Liability; Force Majeure.

NO CONSEQUENTIAL DAMAGES. EXCEPT WITH RESPECT TO CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT, no party will be liable to any other party for any consequential, incidental, indirect, special, or other similar damages arising out of or in connection with a breach of this agreement.

Force Majeure. If the performance of any part of this Agreement by any party will be affected for any length of time by fire or other casualty, government restrictions, war, terrorism, riots, strikes or labor disputes, lock out, transportation delays, electronic disruptions, internet, telecommunication or electrical system failures or interruptions, and acts of God, or any other cause which is beyond control of a party (financial inability excepted), the party will not be responsible for delay or failure of performance of this Agreement for this length of time.

29. Notices. Any notice, request or other document to be given under this Agreement to a party will be effective when received and must be given in writing and delivered in

person or sent by overnight courier or registered or certified mail, return receipt requested, as follows:

If to AuditOne: P.O. Box 21194  
Denver, CO 80211  
Attn: Lisa Shambro

With a copy to: Bryan Williams  
410 South Rampart Boulevard, Suite 350  
Las Vegas, Nevada 89145

30. Other Provisions.

No Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by a party will be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future, or a waiver of a breach of any other condition or covenant of this Agreement.

Severability. If any provision or the scope of any provision of this Agreement is found to be unenforceable or too broad by judicial decree, the parties agree that the provisions will be curtailed only to the extent necessary to conform to law to permit enforcement of this Agreement to its full extent.

Entire Agreement; No Reliance. Each of the parties agrees and acknowledges that this Agreement, including the attachments referred to in this Agreement, (i) constitutes the entire agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter of this Agreement, and (ii) is not intended to confer any rights or remedies, or impose any obligations, on any person other than the parties. Each of the parties expressly agrees and acknowledges that, other than those statements expressly set forth in this Agreement, it is not relying on any statement, whether oral or written, of any person or entity with respect to its entry into this Agreement or to the consummation of the transactions contemplated by this Agreement, and each of the parties further waives any claim against the other party that the other party has failed to disclose any fact, occurrence or other matter that relates in any way to its entry into this Agreement.

Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement, in whole or in part, or by operation of law or otherwise, without the prior written consent of the other Party, except that AuditOne may assign, delegate, transfer, convey or sell its rights or obligations, in whole or in part, to (a) an affiliate or to a person or entity in which AuditOne is consolidated or with which AuditOne merges, or (b) a purchaser of all or substantially all of its assets. Any attempted assignment or delegation in violation of this paragraph will be void.

Successors and Assigns. This Agreement will be binding on and will benefit any and all successors, trustees, permitted assigns and other successors in interest of the parties.



Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of Delaware (excluding the choice of law provisions thereof).

Relationship of the Parties. Neither party will be considered the agent of, partner of, employee or other related party of, or participant in a joint venture with, the other party, by reason of its entry into or performance of its duties under this Agreement. Neither party will have authority to bind the other party unless otherwise agreed to in writing by the parties.

Publicity. Neither party will have the right to issue a press release, statement or publication regarding the terms and conditions of or the existence of this Agreement without the prior written consent of the other party.

# **AUDITONE COMPETITION LAW COMPLIANCE POLICY**

Effective November 1, 2016

AuditOne (AUDITONE) takes very seriously its obligations in respect of competition law or, as it is more commonly referred to in the United States, antitrust law. The purpose of this Policy is to help ensure that AUDITONE and its officers, directors, employees, and members do not breach competition law and are aware of the potential consequences of a breach. This Policy applies to all areas of AUDITONE's business and to all activities and programs sponsored or conducted by or within AUDITONE. All officers, directors, employees (permanent and fixed term), members, and any persons who perform services for AUDITONE (i.e. contractors and temporary workers) must comply with this Policy and any relevant guidance or standards provided (including the standards below made part of this document).

The consequences of breaching competition law can be severe, regardless of the jurisdiction, and can include substantial fines for AUDITONE and/or any of its members, as well as criminal investigations and sanctions against individuals, including imprisonment. Furthermore, failure to comply with this Policy may result in disciplinary action being taken against staff or expulsion of members from AUDITONE. It may also result in civil litigation being brought against the persons responsible for the breach.

Competition law prohibits any agreement or behavior between businesses that restricts competition and/or has a detrimental effect (or potential effect) on trade. Illustrative examples include an agreement between two companies to price the same services/products at the same level, or a direct or indirect exchange of strategically sensitive information (e.g. future quantities or prices) between competitors. If AUDITONE is deemed to be facilitating unlawful behavior amongst its members by, for example, arranging meetings at which unlawful discussions take place, then AUDITONE, its members, and the individuals attending the meeting all could face liability.

If you are at all unclear as to how competition law applies, seek immediate advice from your compliance or legal department.

## **STANDARDS**

### **General Standards for AUDITONE Activities**

The following general standards shall apply to all AUDITONE-sponsored meetings, events and activities:

1. The AUDITONE Competition Law Compliance Policy and these Standards (the "Policy") will be made available to all AUDITONE members and others involved in AUDITONE meetings, activities, and events by publication on the AUDITONE webPROGRAM and, when appropriate, will be referred to in program announcements, materials, surveys and other publications.
2. Membership in AUDITONE shall be open to any CPG industry participant with a legitimate business interest in the organization.

3. All AUDITONE meetings shall be scheduled meetings. A detailed agenda shall be prepared and made available to attendees in advance and will be reviewed by legal counsel when necessary. Minutes of meetings shall be retained for at least seven (7) years. In general, subjects not included on the agenda should not be discussed at meetings.
4. A statement should be read aloud at the beginning of every meeting of members reminding them that all conversations in and outside of the meeting are subject to competition law and that they must comply with this Policy.
5. Where necessary, legal counsel will be present at AUDITONE meetings and events to ensure that attendees comply with this Policy.
6. Where necessary, minutes of AUDITONE meetings will be reviewed by legal counsel.
7. Where necessary, legal counsel will approve new AUDITONE programs and changes in existing programs.
8. Discussion of the following is strictly prohibited at all AUDITONE meetings (including at breakout sessions, meals, and social events organized by AUDITONE and/or during informal discussions held before or after meetings):
  - Current or future prices.
  - Possible future increases or decreases in prices.
  - Standardization or stabilization of prices.
  - Pricing procedures.
  - Discounts and rebates.
  - Credit terms.
  - What constitutes “fair” profits.
  - Allocation of markets, sales territories and freight allowances.
  - Plans or strategies to award or remove business from a particular supplier.
  - Confidential information or trade secrets.
9. All participants at any AUDITONE meeting should promptly object to any question, comment, or discussion that they believe is not appropriate. If the discussion persists, the meeting shall be halted, if necessary.
10. Participation in any program, survey, or benchmarking activity and adoption of any recommendation, standard, “best practice” or reporting template shall be voluntary and solely within the discretion of the individual member or participant. All recommendations, standards, “best practices,” reporting templates and the like shall be available to all members on a nondiscriminatory basis.

### **Standards for Conduct and Use of Surveys and Benchmarking**

Legal counsel should provide advice before AUDITONE organizes any information exchange/benchmarking exercise to ensure that the exchange conforms to the governing laws and regulations of the applicable competition authority(ies). Following are general principles that all surveys and/or data aggregated for benchmarking should adhere to:

1. Participation in or responding to the survey must be voluntary.
2. The purposes of the survey are to be well defined, and the possible use of the survey or statistical program identified in advance.
3. Survey questions and compilation of data are to be formulated in a simple, concise manner.
4. Forward-looking data will not be requested or provided as part of any information exchange.
5. Any historical price or cost data provided in response to a survey shall be sufficiently old that it complies with the guidelines of the relevant competition authority.
6. Data will be collected and analyzed by a party independent of those furnishing information.
7. Information disseminated shall be sufficiently aggregated such that it will not allow recipients to identify the data provided by individual respondents. The number of participants providing data upon which each disseminated statistic is based shall be sufficiently large that it complies with the guidelines of the relevant competition authority.
8. AUDITONE shall maintain and preserve the confidentiality of the original information collected and participants in a survey shall not have access to the raw data submitted and compiled.
9. AUDITONE shall not disclose trade secrets or other confidential proprietary information of survey respondents which would ordinarily be withheld from competitors or others.
10. All surveys shall comply with applicable guidelines and regulations of the relevant competition authority.

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