



2. Supplier's General Terms and Conditions of WEME Global GmbH and WEME Earth for the provision of Products and Services

11.06.2024 Rev. 2

1. Introduction

These Terms and Conditions (T&Cs) outline the Product(s) and Service(s) you have engaged us to provide. These terms, combined with the **Request for Quotation (RFQ), Supply Contract**, based upon your (Supplier) quote, **Order, or Order confirmation, Dispatch Notice, License and Subscription Contract**, in short Agreement/s, constitute the full legal contract for assistance between you (hereinafter "Supplier", "you", "your") and WEME Global GmbH (hereafter "WEME", "us", "ours") and all our Affiliates.

In cases of inconsistency between these terms and the Agreement(s), these terms will prevail, except where the Agreement explicitly modifies any aspect of them.

2. Offerings

We execute the Services with due skill and care, ensuring they meet the agreed standards.

Our online Marketplace enables you to promote and sell your Uploads and Content; Transactional collaboration is defined in a Supply Contract, in our Order with Order Confirmation and in License and Subscription Contract.

We offer our Services under various license or subscription types, identified (i) by your self-registration on our Marketplace, (ii) first payment date.

3. Your role

To facilitate proper Service, you must ensure that all information provided by you, or your affiliates, is promptly delivered, accurate, complete, up-to-date, and based on appropriate assumptions. This includes, without limitation, a valid email address, payment details in the User profiles, account settings and key contacts.

You declare that you are your legally capable of conducting business.

4. Payment

We agree to pay you for your Deliverables provided as Upload onto our Marketplace for which we provided you with an order confirmation based on your submitted quotes our joint Supply Contract, with estimates in quotes provided by you being binding.

5. Confidentiality

We will use each other's confidential information solely for Products and Services delivery and not disclose it to third parties, except as allowed by the Agreement(s), scope of work, or law, or with auditors, lawyers, or group members, provided they are pre-informed of non-liability and no further sharing is allowed.

Confidential information can be shared with our affiliates, subcontractors, Service providers, or your advisors under confidentiality Agreements, lasting up to three years post-receipt.

This clause does not apply to public, independently received, or previously known information.

6. Agreement Start

The contract will start on the earlier of (i) the date of our order confirmation; or (ii) the commencement of the Services, or (iii) accepting Terms and Conditions on WEME's digital marketplaces.

7. Marketplace Access

By registering yourself onto a WEME's Marketplace you become an authorized User or User and you are granted a limited, revocable, non-exclusive, and non-commercial, non-transferable license for personal use. You are permitted to use the Service only as authorised by us.

We urge all authorized Users to keep their account details confidential, secure from unauthorized access and otherwise dispose of your account, as you keep the responsibility for any actions associated with your User account.

All Users must safeguard WEME's Marketplace using virus detection and report security breaches. Interfering with the marketplace's function, attempting unauthorized access, or engage in any conduct harmful to WEME or other Users.

The use of any data extraction tools is prohibited, and Users cannot modify, reverse engineer, or create derivative Content, Products, or Services from WEME's software, marketplace, website without written permission.

Misrepresentation of identity is prohibited and WEME is not responsible for verifying User-provided information.



8. Content Handling

Our Service lets you post, display, promote, sell, and share various digital Content through Upload onto our Marketplace. You're responsible for the legality and appropriateness of your Uploads through our Service and retain your rights to it.

You agree that this Service and license includes the right for us to make your Upload available to others or modify, enhanced, convert into Content, and create a Product for Customers and to other Authorized Users who may also use your Upload subject to these Terms.

By posting your Content as Uploads to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Supplier Content (on and through our Service) once submitted for review for us.

Prior submission for approval from WEME on our Marketplace of your Upload, you can modify your data. Once you submitted for approval on WEME Marketplace or otherwise make Uploads available to WEME your Upload is no longer accessible to you and is now referred to as Content.

You must ensure Uploads don't infringe on others' rights or legal standards. We don't routinely monitor Uploads and Content but may modify or remove it.

You represent and warrant that: (i) the content of your Upload is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Upload on or through our Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Further, you warrant that: (i) the Upload will not cause you or us to breach any law, regulation, rule, code or other legal obligation; (ii) the Upload will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; (iii) the Upload will not be unsolicited, undisclosed or unauthorized advertising; (iv) the Upload does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and (v): the Upload does not bring us or the Service into disrepute.

You agree to keep all records necessary to establish that your Upload does comply with any of the requirements stated in these Terms and make such records available upon our reasonable request.

We are under no obligation to regularly monitor the accuracy or reliability of your Upload incorporated into the Service.

Modifications to Content, features, Services, or functionalities, changes, removals or updating information remains exclusively with us at any time without prior Notice.

There is no binding obligation to publish or sell your Upload and no legal claims can be asserted in relation to the Upload made available to us on our Marketplace or you made otherwise available to us.

WEME is not liable for lost data, re-run time, inaccurate instructions, work delays, or lost profits resulting from Service use.

All WEME Content is offered without any express or implied warranties, including merchantability, fitness for a specific purpose, or non-infringement and we do not guarantee information accuracy.

9. External Links

We are using third-party websites, Services, or interactions and bare nor responsibility for those, and any engagements are at the User's risk.

10. Ownership and Intellectual Property

Copyrights and ownership for Products and Services provided by WEME, both on and off the Marketplace, are owned by WEME. Suppliers and Users may use these only as specified in the Agreement(s) or for intended internal use, and cannot reproduce, redistribute, re-utilize, or modify them without WEME's explicit written consent.

Creating or publishing databases with significant parts of WEME Deliverables, Products and Services including prices and Product or Service listings, without permission is prohibited.

WEME's trademarks and trade dress, like graphics and logos, must not be used for unrelated Products or Services or in any manner that causes confusion or discredits WEME. Trademarks not owned by WEME appearing in WEME Deliverables, Products and Services belong to respective owners, who may or may not be affiliated with, connected to, or sponsored by WEME.

These Terms do not transfer any Intellectual Property rights from us to you.

Unauthorized third-party use of the Content online and offline is not WEME's responsibility.



All authorized Users of WEME online Service acknowledge and agree that WEME is not required to disclose its pricing structure, methodologies, or specific pricing details, as this information is confidential and proprietary. Users waive any rights to access or demand this pricing information, understanding that its disclosure is at WEME's sole discretion.

11. Data Privacy

You agree that WEME may handle the personal data of your employees, contractors, clients, and other individuals for several purposes: (a) delivering the Products and Services, (b) managing our administrative or client relationship systems, which includes utilizing IT outsourcing providers, (c) conducting quality and risk management assessments, and (d) electronically or otherwise delivering information to you about our company (e) allow usage of marketplace Services and other Deliverables, Products and Services we offer.

You are responsible for adhering to data protection laws, obtaining necessary consents, and implementing sufficient security measures for personal data processing.

12. Data Sharing

For the purposes outlined, we may transfer personal data outside the European Economic Area (EEA), provided that either: (i) the recipient is in a country ensuring adequate protection for personal data, or (ii) the transfer is governed by an Agreement complying with EU standards for transferring personal data to processors outside the EEA, or with regulatory approval.

13. Communication

WEME communicates with its Users electronically, which includes sending emails, texts, in-app push Notices, and messages through their website, Marketplace, or third-party Services, which will be legally binding as if they were in writing, except in cases where law specifically requires a different form of communication.

As part of our supplier Service, we will suggest features, Products, and Services that may interest Users, including third-party advertisements. These recommendations are based on identifying User preferences to enhance and personalize the User experience.

14. Transactions

To participate on our marketplace and use our Services you may be asked to supply certain information relevant to our Agreement(s), including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information you supply to us is true, correct, and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

Depending on the Deliverable or Service selected by you or contractually set customized Services, different Product features may be available at the then current fee on the date of renewal or contract start date.

You confirm to be in line with international export control requirements and sanctions. We may sell your Products and Services globally and are not obliged to verify or bound to compliance with your own sales practices.

15. License(s)

Agreement which specifies the standard conditions and obligations of WEME toward you to share sales provision for customer's purchase of your Uploads on the WEME marketplace.

By selecting a license Agreement, the standard sales provisions for your Upload converted by WEME into Content are set and apply once a customer purchases WEME Content which is based upon > 50% on your Upload.

This includes the base salary (if any), commission rates, payment schedules, and any bonus or incentive plans. Claims can only be asserted if such an Agreement precedes a transaction.

License agreements might be captured in Subscription Agreements.

None of the sales provisions are automatically offset against the Subscription or License fee.



16. Order

Upload Share

You may upload your data, information, intelligence without receiving our order confirmation, referred to as voluntary Upload creation, requires you to register onto WEME marketplace. It is agreed that you use our digital marketplace as an enhanced sales tool. Your Upload does not result in any obligation for us to commercially market, use, promote, publish, or pay for the Upload. If we decide to publish your Upload at a WEME defined price and customers are paying for our Content, and you have entered a License Agreement with us a supply sales provisions may be claimed by you.

Upload Request

You may Upload your Deliverables in response to our Request for Quotation and Order Confirmation, which qualifies as commercial transaction with WEME and entitles for compensation once Dispatch Notice has been provided by WEME.

You must adhere to specifications and requirements for Deliverables stated in your Request for Quotation or Supply Contract, on which our order confirmation is based upon, this includes timelines, milestones, pricing, quantities, and follow Product or Service specifications provided by WEME.

Failure to deliver as per the WEME confirmed quote, has specified consequences defined in request for quotation, order or supply contract defined as penalties, loss of preferred supplier status.

A contract is concluded when WEME accepts the Upload of your Deliverables to the Marketplace by changing Upload Status into "approved" or receiving a Dispatch Notice from WEME. WEME requires up to ten working days to review your Upload to WEME's Marketplace before it may be made available (published on- or offline) for other Marketplace Users. A right to publish your Upload can't be claimed.

17. Changes

Either we or you may request a change to the Agreements . A change will be effective only when agreed in writing.

18. Billing

Any of WEME's Services commence only after receiving effective payment, payment security and due payments.

WEME pays invoices from suppliers in Euros, with currency differences and exchange rate fluctuations borne by us, based on the European Central Bank's rate on the invoice end of business day date. WEME is responsible for all wire transfer costs.

WEME might credit claims for unpaid subscriptions and generally bill monthly unless otherwise agreed. Our payment is due within forty days of invoice receipt. Down payments, partial payments, or milestone payments may be arranged, in Supply Contract.

Services invoiced by WEME are payable in Euros, with currency differences and exchange rate fluctuations borne by us, based on the European Central Bank's rate on the invoice end of business day date. Supplier is responsible for all wire transfer costs.

If, with respect to any Service-provided by us, a promotional fee or discount has been offered, unless otherwise set forth the fee or discount will only apply to the first 12-month period of the Term (and not to any subsequent 12-month period in a multi-year term or any renewals).

In the event of pricing errors in our catalog, we will confirm the correct price during order processing and before payment. If the actual price is higher than the listed price, we will either seek your confirmation to proceed at the correct price or cancel the order. If the correct price is lower, we will charge a reduced amount.

In the absence of a License Agreement no sales provision can be claimed.

Deviations from this standard arrangement can be formalized in order requests initiated by WEME in writing.

You are responsible for all Internet, communication, hardware, and other costs associated with the delivery of Upload, contract fulfillment, provision of Deliverables and the use of our Services.

19. Taxes and Legal Fees

Each Party is responsible for its own taxes and legal fees as required by law.

20. Performance Standards and Review

For Suppliers are qualified as preferred Supplier:

We may conduct performance reviews based on performance metrics or supply targets which may lead to improved or decreased supplier ranking. The better suppliers perform against our metric, the higher the chances for you to become



a preferred supplier. Among those performance ratings are delivery times, fulfillment rates, quality, and willingness to participate in our training or audits, all of which are subject to change and measurements, mode of review, are set by WEME.

And for long term suppliers, deflation targets and ease of collaboration are measured in off marketplace communication.

21. Indemnification

As a condition of your access to and use of the WEME's Services for Uploads of Content and order fulfillment on our Marketplace you agree to indemnify WEME against third-party property rights infringements and bear all related legal costs. By using the Service, you commit to indemnify us and our successors for all liabilities, including legal fees arising from your use of the Content and Service, breach of these Terms, violation of any laws, or infringement of other persons' rights.

This indemnification section survives the expiration of your online registration onto our digital marketplace and applies to claims arising both before and after Services have been terminated.

22. Non-exclusivity

We may sell and purchase Products and Services to your competitors or others with conflicting interests and publish, as long as your confidential information remains undisclosed, and no ethical conflicts arise.

Exclusivity rights, if desired, must be mutually agreed upon and signed in a separate Agreement prior to Product or Service purchase.

23. Non-Compete Clause

Users on our marketplace are not permitted to directly contact or engage with other suppliers, customers, or other Users for commercial or any other purposes. Any form of negotiation or disclosure of WEME Business practices, without WEME's consent is strictly prohibited.

Deviations from this Agreement are grounds for termination.

24. Subcontracting

You may subcontract parts of your work but retain overall responsibility and must ensure our terms and conditions, regulations, compliance rules are effectively implemented. You remain responsible for third-party content, accuracy and compliance, if part of your Upload, and we have no obligation towards your third party.

25. Conflict of Interest Declaration

Users assert they have no known conflicts of interest in relation to the use of WEME's Deliverables, Products and Services. Conflicts may stem from economic, political, familial, or personal ties, or any shared interests with those managing or assessing us on and offline Products and Services. You must immediately report any potential or actual conflicts to WEME, as these may lead to exclusion from the activity.

26. Corruption and Legal Investigations

WEME prioritizes counteracting corruption and illegal activities during Service provision. Project delays caused by such activities won't lead to breach of contract claims. WEME conducts preliminary investigations and, if necessary, involves third parties for further investigation, with the supplier bearing the investigation costs if evidence of corruption or fraud is found. The supplier must act against such findings and keep WEME free of legal or reputational damage. WEME may cancel contracts if the supplier's response is inadequate or delayed. WEME is legally obligated to report proven corruption or fraud cases.

27. Contract Termination

Both parties reserve the right to terminate the Agreement(s) with written Notice.

User: You may terminate the license Agreement, subscription, or other Agreements, with passage of time as stated in Agreements and if WEME breaches essential obligations and doesn't rectify within 60 days after written Notice or terminate online Service on our marketplace.

With the termination you immediately lose all rights to use the Deliverables, Products and Services and are required to delete or destroy all copies of the Product and Services, including those held by Authorized Users.

WEME: Immediate termination by us is allowed for significant reasons like payment delays, insolvency, or legal sanctions, security, and compliance issues. If WEME determines that the Supplier's financial situation or payment method is unsatisfactory, it may require advance payment, alter payment methods, request additional payment security, suspend work, or unilaterally terminate the contract.



28. Cancellation and Suspension

We reserve the right to cancel or suspend your Order, Deliverables, Products and Services at any time due to factors like Product availability, pricing or description errors, order inconsistencies, fraud, unauthorized access and use, security risk, compliance, late or no payment or illegal transactions are suspected.

During any period of suspension, you are still responsible for any fees and charges incurred.

The cancellation right does not apply to digital Products, software, or Services not in physical format once download, Deliverable Confirmation is sent, or Service/Product use has begun. Customized orders are exempt from the cancellation right.

29. Liability

We are responsible for damages caused by intentional or gross negligence by itself, our representatives, or agents, limited to direct supplier relationships for specific Products or Services, and capped at the amount paid or fee for the Product or Service. Liability for gross negligence must be claimed within six months of occurrence, with you proving damages caused by WEME.

We are liable only to you for our Deliverables, Products and Service, with no responsibility to third parties unless specifically agreed in writing.

Liability for special, indirect, incidental, punitive, or consequential damages is disclaimed, as well as damages suffered because of using the Service, copying, distributing, downloading Content, information and data from our Services are excluded - except as required by law. This includes losses due to inadequate data security or backup.

You are solely responsible for the security and backup of your data and equipment when using our Service.

Online Service may be interrupted for maintenance or updates, and WEME is not responsible for internet-related performance issues or regulatory impacts on cloud Services and online marketplaces. Services in trial, evaluation, or Beta phases are for testing, not commercial use, and come without maintenance support.

You risk losing Uploads, Content if a purchased subscription or license isn't obtained before the end of these trial periods.

WEME is not liable for delays or failures beyond its control, including natural events or illnesses.

You agree not to file claims against individuals in connection with the Products and Services provided by WEME.

Failure to act on breaches does not waive WEME's rights to enforce terms in other instances.

30. Continuing Obligations

Certain terms of the Agreement, notably those concerning Use Restrictions and Ownership, remain in effect even after termination. This holds true for obligations and conditions which existed prior termination, such as fulfillment of order in progress or compensation.

31. Dispute Resolution

Parties will first attempt to resolve disputes out of court through negotiations, involving executive management discussions within thirty business days of Notice.

32. Arbitration

Failing resolution with negotiations, either party may proceed to arbitration or court in Salzburg, Austria. For unresolved disputes, registered mediators focusing on economic mediation will be used for extrajudicial settlement, with a 3-month deadline to reach Agreement before legal action.

33. Legal Proceedings

If mediation is unsuccessful or terminated within 12 months, Austrian law governs any subsequent legal proceedings, with the possibility of extending this period by mutual written Agreement. Pre-litigation costs, including legal advisor fees, incurred during mediation may be claimed in court or arbitration proceedings.

34. Governing Law

Salzburg, Austria, is the jurisdiction for disputes, settled through arbitration in German, excluding UN sales law.

The exclusive place of jurisdiction for any matters related to these Terms is Salzburg, Austria, under Austrian law. Disputes will be settled through arbitration at the International Arbitral Center of the Austrian Federal Economic Chamber in Salzburg, conducted in German, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.



35. Effectiveness

This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

If any part of these terms is deemed invalid, the rest remains effective, with the invalid part being replaced by a similar, valid provision.

Our failure to act on breaches of the Conditions of Use does not waive its rights to enforce these terms in other instances of non-compliance.



Definitions

Affiliate refers to entities or companies under the company's control, controlling the company, or jointly controlled with the company, including subsidiaries, parent companies, and any influential partners or entities in the company's operations.

Agreement/s covers any legally binding arrangement or document, such as Letters of Intent, Memorandums of Understanding, Non-Disclosure Agreements (NDA), Request for Quotation (RFQ), Supply Contract, Order and Order confirmation, Subscription and Licences Contracts that define the relationship between the supplier and WEME.

Authorized Use is the designated use of the site for personal, non-commercial reasons, complying with legal and export control regulations.

Authorized User and User describe an individual permitted by a supplier or group to utilize WEME's Products and Services, conditioned on online signup and registration and compliance with Terms and Conditions.

Commercial Purpose means redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (a) advertising; (b) use in marketing and promotional materials and Services on behalf of a customer, client, employer, employee or for Customer's benefit; (c) use in any materials or Services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

Content - includes all materials like data, images, videos, audio, texts, maps, databases, User interface, graphic components, logos, icons, reports, and software made available by the Supplier on WEME's Marketplace as Upload or offline provided by Supplier to WEME.

Content Management summarizes policies and rights WEME holds to regulate, remove, or manage Content Uploaded by Users to ensure it adheres to the Service's standards and regulations.

Customer is an individual, company or entity who enters purchase transactions or contracts to obtain goods, Services, or digital Content from WEME, under defined terms, covering both single and repeated engagements.

Data consists of all marketable digital data sets or Services available for acquisition, also known as Reports or Intelligence.

Deliverables are defined in Supply Contract, Supplier's Quote and our Order Confirmation and define the scope or work, technical specifications, fulfillment dates and other requirements to complete order fulfillment., as upload by supplier onto our Service Marketplace.

Dispatch Notice concludes the transactional process between Supplier and WEME in response to an order, once all Deliverables are fulfilled, allowing Supplier to place invoice. WEME provides Dispatch Notice after measured against Supplier Quote, Supply Contract or our order confirmation for completeness, Upload date against your quote's fulfillment date, quality indicators, and price, have been conducted. It is either sent through Email or Supplier's Upload changes status from request for approval to approved on our Service Marketplace.

Information represents any data, knowledge, or details provided by or generated through WEME's Services, including personal and usage data, governed by privacy and data policies.

License Agreement regulates a claimable Sales Commissions based contract for the reselling Supplier Uploads, converted into WEME Products delivered and made accessible on WEME Marketplace

Non-compete describes the provision that prohibits Users from directly engaging with other marketplace Users for business purposes without WEME's consent.

Order and Confirmation Process explains the procedures for how orders are placed, validated, and confirmed by WEME, including the formation of contracts.

Order Confirmation is provided by WEME to confirm our acceptance with the Ordering Documents such as Supply Contract, Scope of Supply as defined in your quote. It identifies the start date of our contractual relationship between yourself and WEME.

Ordering Document contains these Terms and Request for Quotation (RFQ), Supply Contract, Supplier's Quote and WEME's Order confirmation and any other Agreement.

Marketplace denotes WEME Global GmbH controlled technology marketplaces, including hardware, software, and resources for creating and delivering applications, technologies, and Services online and may also referred to as Platform.



Products include all WEME-licensed offerings and Content made available to customers like Imagery, Information Products, Reports, Consulting, Insights, Intelligence, Marketplace, Subscription Services and License Agreements, obtained through payment or Agreement.

Purchase or Transaction involves acquiring goods, Services, or digital Content from WEME through payment or agreed terms, including one-time or ongoing arrangements.

Purpose relates to utilizing Content for distribution, retransmission, or publication of Content, often in exchange of payment. return for compensation, covering advertising, marketing, and sales activities, or inclusion in various publications.

Request for Quotation (RFQ) provided by WEME contains technical specifications, desired delivery date, a description of the scope of work defining milestones, and quantities. Your Supplier Quote shall answer to and name deviations from our RFQ.

Service describes WEME's digital available online Marketplace, digital tools and online Content, which Supplier uses to share, sell, promote or for order fulfillment by uploading Deliverables.

Software describes WEME Services digitally available to interact, communicate and exchange Content online.

Subscription grants formal permission and describes conditions under which User can access WEME's software, digital Content, or Services. It is an ongoing access Agreement to WEME's Content, Service, Marketplace, or Tools, delivered on a subscription basis, valid until cancellation. The type of Subscription together with the License Agreement regulates potential Supplier claimable Sales Commissions for WEME.

Supplier is an individual, company or entity who enters purchase transactions or contracts to obtain goods, Services, or digital Content from WEME or make own Content available on WEME's marketplace, under defined terms, covering both single and repeated engagements.

Supply Contract contains the scope of suppliers Upload and Deliverables, quality standards milestones, pricing, sales provisions, timelines, and duration of contractual Agreement.

Transaction encompasses any exchange or Agreement between the Supplier and WEME involving the transfer of goods, Services, or digital Content, which may include purchases, subscriptions, or any other form of commercial interaction as per agreed terms.

Upload describes the information, data, insights Supplier provides to WEME as part of a voluntary Upload Content sharing, based on supply contract as Deliverables, order fulfillment. Upload turns into Content once submitted for approval to WEME through WEME Services and made publicly available.

WEME's Content includes all materials like data, images, videos, audio, texts, maps, databases, User interface, graphic components, logos, icons, reports, and software published for customer's to purchase our WEME's Services. It may be based upon Supplier's Uploads.

WEME – refers to WEME Global GmbH

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