

NCX Marketplace Terms and Conditions

_____ (“**Partner**”) agrees to NCX’s Marketplace Terms and Conditions as of _____ (the “**Effective Date**”). The Terms represent acceptance of the Terms and Conditions of the NCX Marketplace, which enables representation on, access to, and use of the NCX Marketplace, as detailed in these Terms and Conditions and associated annexes, exhibits, and any addenda thereto (collectively, these “**Terms**”). Partner represents that the person signing these Terms for such Party is duly authorized to do so on behalf of such Party.

TERMS AND CONDITIONS

These terms and conditions govern the access to and use of the NCX Marketplace.

1. Definitions

- 1.1. “**Business Day**” means a day on which the United States of America Federal Reserve member banks are open for business, other than days listed as “NCX Observed Holidays” on the NCX Marketplace. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. Pacific Prevailing Time.
- 1.2. “**Confidential Information**” means (subject to the exclusions below) any non-public information relating to or disclosed by a Party during the term of these Terms that should be reasonably understood to be confidential.
- 1.3. “**Landowner**” means a landowner participating in the NCX Marketplace.
- 1.4. “**Listing**” means an opportunity such as a service, product, or project, that will be posted on the NCX Marketplace.
- 1.5. “**NCX Marketplace**” means the platform, owned and developed by NCX, that houses Listings and provides functionality for connecting Landowners with Partner.
- 1.6. “**Party**” or “**Parties**” means NCX and/or the Partner.

2. Services

By agreeing to these Terms, Partner will gain access to the NCX Marketplace partner application, enabling them to freely and securely access information about Landowners who voiced interest in their Listing on the Marketplace.

If NCX is to provide additional Services, they will specifically set forth in Statements of Work mutually executed by the Parties and referencing these Terms (each, a “**SOW**”, which will be incorporated into and form a part of these Terms).

3. Term and Termination

- 3.1. *Term.* Unless a Party terminates these Terms in accordance with this Section, the duration of these Terms will begin as of the Effective Date and continue on an ongoing basis unless either Party provides written notice of its intent to terminate. NCX reserves the right to modify or update these Terms and Conditions at any time. If such changes occur, Partner will be prompted to accept new Terms.

- 3.2. *Termination for Cause.* Either Party may terminate these Terms for material breach by the other Party if such material breach is not cured within 10 Business Days after the Party provides written notice to the other Party (the "**Defaulting Party**") of such material breach.

If Partner is the Defaulting Party, in addition to pursuing any and all remedies available under applicable law as limited by these Terms, NCX shall have the right to exclude Partner from participating in any subsequent transactions using the NCX Marketplace. If NCX is the Defaulting Party, Partner shall have the right to pursue any and all remedies available under applicable law, except as limited by these Terms.

- 3.3. *Consequences of Termination.* these Terms will continue in effect after termination to the extent necessary to allow either Party to fulfill or enforce its respective rights or obligations that have accrued under these Terms prior to such termination.

4. **Payment Terms**

There are no fees for basic access to the NCX Marketplace as granted by these Terms. Any fees for additional services or features ("**Fees**") shall be outlined in specific Statements of Work (SOW) that would be added to the Terms.

5. **Intellectual Property**

- 5.1. *NCX Intellectual Property.* All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Partner under these Terms or prepared by or on behalf of NCX in the course of maintaining the NCX Marketplace, including any items identified as such in an SOW (collectively, the "**NCX Materials**"), except for any Confidential Information of Partner, shall be owned by NCX.
- 5.2. *Landowner Relationship and Data Use.* NCX shall retain an ongoing relationship with users participating on the NCX Marketplace, including but not limited to, user accounts, profiles, contact information, communication history, and any other user-related data and information collected by NCX from users during their participation in the NCX Marketplace. NCX reserves the right to use such information and data for any purpose permitted under its Terms(s) with Landowners, including without limitation to communicate and market relevant opportunities other than Partner's Listings to the Landowners participating in the NCX Marketplace.
- 5.3. *Use of Trade Names and Logos.* Each Party has the right to use the other Party's logo on its website, provided such use of the logo is limited to non-confidential statements of fact relating to

the relationship between the Parties pursuant to the Terms or any Statement of Work Terms. The other Party has the right to revoke permission of such use at any time. Neither Party will use the name or logo of the other Party, its employees or representatives in any advertisement, press release, or other publicity without prior written approval of the other Party.

6. Confidentiality

- 6.1. *Landowner Privacy:*** To protect Landowner privacy, Partner shall treat Landowner information provided by or on behalf of NCX as Confidential Information of NCX and shall not disclose, share, or transfer such data to any third party, except as required by law. Partner may use Landowner information provided by or on behalf of NCX or otherwise provided by or on behalf of Landowner to Partner only for the Listing for which it was provided. Partner will not directly or indirectly attempt to solicit a Landowner first introduced to Partner by NCX for any unrelated service, product, or project and will not directly or indirectly use any of the Landowner information described in the preceding sentence for any purpose other than that described in the relevant Listing.
- 6.2. *Restrictions.*** The receiving Party (i) will use the same care to protect the Confidential Information of the disclosing Party as it uses for its own similar information, but no less than reasonable care, (ii) will not disclose the Confidential Information of the disclosing Party to any third party without the prior written authorization of the disclosing Party; provided, however, that the receiving Party may disclose Confidential Information of the disclosing Party: (a) as may be otherwise permitted in these Terms or agreed to in writing by the Parties; (b) to any of such Parties' directors, officers, partners, and employees and directors, officers and employees of affiliated companies and representatives thereof or their advisors who need to know such information and agree to treat such information confidentially ; (c) to the extent required to be disclosed by applicable law or legal process; or (d) to any actual or potential lender or lenders providing financing to a Party or any of its affiliates, to any actual or potential investor in a Party or any of its affiliates or to any other potential acquirer of any direct or indirect ownership interest in Party or any of its affiliates or to any advisor providing professional advice to Party or any of its affiliates, in each case, who needs to know such information and agrees to treat such information confidentially. Notwithstanding the foregoing, nothing in this Section would prohibit NCX from aggregating pricing and quantity information and disclosing it in a way that doesn't identify Partner, or in otherwise using such data on an anonymized basis. Except to the extent this prohibition is void under applicable law, the receiving Party shall not modify, create other works from, reverse engineer, disassemble, or decompile any samples, or other tangible objects or technology constituting or containing the disclosing Party's Confidential Information. Subject to the confidentiality and non-use obligations of these Terms, each Party has the right to disclose the existence and terms of these Terms and any Statement of Work Terms in any prospectus, investor material or collaborator Terms.
- 6.3. *Exclusions.*** Confidential Information does not include information that the receiving Party can demonstrate: (i) is or becomes publicly available through no fault of the receiving Party; (ii) was

already in possession of the receiving Party without confidentiality restrictions at the time of receipt from the disclosing Party; or (iii) was independently developed by the receiving Party without violation of this Section.

6.4. Cooperation. If a receiving Party is required to disclose Confidential Information under any applicable law, the receiving Party will (to the extent permitted by applicable law) promptly notify the disclosing Party and reasonably cooperate with its efforts to limit or protect the required disclosure but will otherwise not be in violation of this Section on account of making the required disclosure.

6.5. Remedies; Survival. Subject to the limitations set forth in Section, the Parties are entitled to all remedies available at law or in equity, including specific performance, to enforce this provision; however, neither Party will be liable for any damage suffered as a result of the use or disclosure of Confidential Information made in accordance with the express terms and conditions of these Terms. The provisions of this Section will survive for a period of five (5) years following the full performance or termination of these Terms.

7. Representations and Warranties

7.1. Authority. Each Party represents and warrants to the other Party that: (a) it has the full right, power, and authority to enter into these Terms, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such Party, these Terms will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2. Information Sharing and Material Accuracy. At the time the Parties shared information related to these Terms, neither was unaware of any material error or omission in such information. Any such information provided was for the Parties' information only. Neither Party is aware of any material inaccuracy or omission in the information provided by the Partner.

8. NCX Verification Requirement

Program Verification. To access any NCX Marketplace features available to Partners under these Terms and/or other additional SOWs, Partner must have completed the [NCX Verification Process](#). Verification shall be granted at the sole discretion of NCX, based on the information provided by Partner, and may be withdrawn at any time if such information is determined to be inaccurate.

9. Disclaimer of Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 ABOVE, NCX MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER HEREUNDER. NCX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO

ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

10. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER THESE TERMS FOR ANY CONSEQUENTIAL, INCIDENTAL (EXCEPT FOR ITS REASONABLE COSTS AND ATTORNEYS' FEES), PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL NCX'S AGGREGATE LIABILITY ARISING UNDER THESE TERMS (OR ANY SOW, WHETHER RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO NCX PURSUANT TO THESE TERMS (OR THE APPLICABLE SOW) IN THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE FIRST CLAIM UNDER THESE TERMS (OR ANY SUCH SOW).

11. Notices

All notices, requests, demands, offers, and other communications required or permitted to be made hereunder will be in writing and delivered to the receiving Party by delivery to the applicable email address for the contact person specified in the Terms. Notices by email will be effective when sent to the email address provided by the receiving Party. Partner may change its address or contact person for notices by giving at least ten (10) days' notice of such change.

12. Governing Law and Dispute Resolution

These Terms are governed by and constructed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. Any claim, controversy or dispute arising under or relating to these Terms that the Parties are unable to resolve themselves will be settled by binding arbitration in Delaware administered by JAMS in accordance with its then-current Comprehensive Arbitration Rules and Procedures, as modified or supplemented hereby, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event of any suit, arbitration or other proceeding between the Parties with respect to these Terms or any of the transactions contemplated hereby or subject matter hereof, the prevailing Party will, in addition to such other relief as the court or arbitrator may award, be entitled to recover reasonable attorneys' fees, costs and expenses of investigation.

13. Successors and Assigns

Neither these Terms nor any rights under these Terms may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntarily or by merger, sale or operation of law, without the prior written consent of the other Party; provided, however, that either Party may assign these Terms in whole to a successor in connection with a merger, acquisition, or sale of all or substantially all of such Party's

assets. Subject to the foregoing provisions of this Section 13, these Terms will be binding upon and will inure to the benefit of the Parties and their respective permitted successors and assigns. Any purported assignment or transfer of these Terms in violation of its terms is void.

14. Miscellaneous

Each Party, upon the reasonable request of the other Party, will perform any further acts and execute and deliver such documents that may be reasonably necessary to carry out the intent and purpose hereof. These Terms may be executed in multiple counterparts that may be delivered by email and/or other electronic form, and all such counterparts taken together will constitute one and the same original instrument. These Terms, together with all SOWs, constitute the entire Terms between the Parties concerning the subject matter hereof and supersede all previous communications, representations, or contracts, either written or oral, that purport to describe or embody the subject matter hereof. There are no oral understandings, terms, or conditions and neither Party has relied upon any representation, express or implied, not contained in these Terms. There are no intended third-party beneficiaries hereof, and these Terms should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of these Terms or of any duty, obligation, or undertaking established herein. Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the Parties will use reasonable efforts to replace any such part with provisions that preserve their original intent. None of the terms or conditions of these Terms may be amended or waived except in writing and signed by the Parties. The failure of a Party to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof.

If any statutes, rules, regulations, permits, or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in these Terms so that the implementation of these Terms becomes impossible or impracticable, the Parties agree to negotiate in good faith to amend these Terms to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under these Terms. The relationship of the Parties under these Terms is that of independent contractors. Each Party shall be responsible for its own operating expenses and personnel expenses.

Partner Representative - Signature

Partner Representative - Full Name

Date