

## **Supplier Registration Agreement to Participate in the Browz Supply Chain Verification Service**

This Agreement between Browz Group, LC, a Utah limited liability company, and the undersigned (“Company”) sets forth the terms and conditions of Company’s participation as a supplier in the Browz Supply Chain Verification Service (the “Service”). The term “Browz” includes Browz Group, LC, its affiliated owners Browz Risk Services, LC and Browz Verification Company, LC, and their affiliates and their officers, directors, members, employees and agents.

The Service facilitates the limited sharing of certain business information with Company’s approved customers (“Customers”) to help those Customers rely on Company’s qualifications and compliance and to provide those Customers and Company with the efficiencies available from certain technology. Company shall approve or reject each customer before it becomes a “Customer”. This Agreement shall not require Company to provide any information to Browz.

Company grants Browz the right, without charge to Browz, to collect, verify, compile, organize and analyze information relating to Company (in raw or processed form, the “Information”) and generate, use and distribute the Information, subject to the limitations set forth in this Agreement.

Browz may use and share Information provided by Company to Browz only in connection with the following purposes:

1. To communicate with Company using Company’s contact information.
2. To obtain and verify Information.
3. To disclose to Customers as part of the Service.
4. To be included in a services registry to assist those using the Service in identifying and contacting prospective suppliers, contractors and vendors, provided that Company shall consent to be included.
5. To operate the Service and to offer other services to Company (for example, a service to help Company meet a Customer’s policy). Browz relies on third parties to provide and support some of its business operations and services, including credit card processors, call centers, reviewers, auditors and attorneys. Browz requires those with whom it may share Confidential Information (defined below) to agree to similarly protect that Confidential Information.
6. To aggregate information - for example, to create and publish industry safety statistics.
7. To respond to subpoenas, court orders or legal process; to protect Browz’s rights in lawsuits with third parties or, as applicable, Company; to prevent harm to any person; or as otherwise required by law or governmental order.
8. To protect Browz’s rights, such as if Browz finds that Company’s actions constitute improper use of the Browz web site or the Service or violate this Agreement.

Notwithstanding anything to the contrary in this Agreement, Browz may distribute Company’s Confidential Information only: (a) to Customers, (b) as part of its business operations to operate the Service or (c) for a purpose specified in item 7 above, in which case Browz will provide Company with such notice as is practicable, by e-mail, fax, telephone, mail or otherwise as Browz shall reasonably determine to be appropriate, as soon in advance of any such actual disclosure referred to in item 7 as is reasonably practicable and appropriate under the circumstances and if legally possible. “Confidential Information” is material confidential and proprietary Information (which may include future business plans and strategies, customer lists and data, technical data, technology, designs, drawings and financial information) provided to Browz by Company in accordance with this Agreement (or a prior supplier registration agreement between the parties) and identified in writing (within 10 days of being provided) by Company to Browz as “confidential” and not otherwise independently available, developed or ascertainable from public or non-public third-party sources. Browz acknowledges that Company will be irreparably harmed if Confidential

Information is distributed in breach of this paragraph, and that Company would not have an adequate remedy at law in the event of such an actual or threatened breach by Browz. Therefore, Browz agrees that Company shall be entitled to seek injunctive relief against any actual or threatened breaches of this paragraph by Browz without the necessity of Company showing actual damages or showing that monetary damages would not afford an adequate remedy.

The Service includes Information obtained by Browz from third-party sources, including under license from third-party licensors. Such third-party sources may include, but are not limited to, the Bureau of Labor Statistics of the U.S. Department of Labor, OSHA, NCCI (National Council on Compensation Insurance), State workers' compensation boards, Dun & Bradstreet, West Group (Westlaw<sup>®</sup>) and LexisNexis. Licensed data is subject to restrictions, licenses, limitations of liability and warranties from the licensor. Company agrees that its use of any licensed data available from the Service is subject to the then-current Terms of Use for such licensed data on the Browz web site. **BROWZ SHALL INCUR NO LIABILITY AS A RESULT OF OR DERIVED FROM ANY LICENSED DATA OR ANY ACTION OR INFORMATION SUPPLIED BY ANY SUCH THIRD PARTY, INCLUDING ANY GOVERNMENT AGENCY OR THIRD-PARTY LICENSOR.**

Company represents and warrants that the Information submitted (and which may be submitted in the future) by Company to Browz, which includes statements and documents and may include personal information, is and shall be accurate, up-to-date, complete and submitted in compliance with privacy and other applicable laws, and does not and shall not infringe any rights relating to personal privacy or publicity under the laws of the European Union or elsewhere. Company agrees to indemnify, defend and hold harmless Browz from any and all losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees, arising out of or relating to any fraud by Company or violation by Company of any law or governmental rule or regulation or right of any entity or individual arising thereunder.

**BROWZ DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT. COMPANY ACKNOWLEDGES THAT BROWZ MAKES NO REPRESENTATION OR WARRANTY THAT ANY CUSTOMER OR BROWZ CLIENT WILL APPROVE COMPANY AS A SUPPLIER OR POTENTIAL SUPPLIER, NOR AS TO ANY FUTURE ACTION OR REQUIREMENT OF ANY CUSTOMER OR BROWZ CLIENT.**

**IN NO EVENT SHALL BROWZ BE LIABLE TO COMPANY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF BROWZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

**ANY BROWZ LIABILITY ARISING OUT OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY COMPANY TO BROWZ DURING THE MOST RECENT 12-MONTH PERIOD UNDER THIS AGREEMENT.**

Some jurisdictions do not allow limitations on implied warranties, the exclusion or limitation of special, incidental, consequential, indirect or exemplary damages, or the limitation of liability to specified amounts, so the above limitations and exclusions may not apply to Company.

This Agreement shall be deemed accepted by Company upon execution by Company or Company's electronic acceptance, and such acceptance is limited to the terms of this Agreement in the form presented to Company by Browz and excluding any modifications hereto made by Company and not accepted by Browz in writing. This Agreement, when so accepted by Company, constitutes the entire agreement of the parties with respect to the subject matter and supersedes any oral negotiations and prior writings with respect to the subject matter, including with respect to confidential or proprietary information and including all prior supplier registration agreements relating to the Service. Except as otherwise provided in this paragraph, no term or provision of this Agreement may be

modified, amended or waived without the signed written agreement of both Company and Browz. Company's participation in the Service is subject to payment to Browz of all applicable fees.

This Agreement shall continue in effect until terminated by written notice from either party. All provisions in this paragraph, and all provisions in this Agreement relating to Confidential Information, representations, warranties, disclaimers, limitations of and exclusions from liability, and indemnification, shall survive termination of this Agreement. Should any provision hereof for any reason be declared invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Agreed to by: **COMPANY:**

\_\_\_\_\_  
Print Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print entity jurisdiction and type (e.g., a New York corporation or a Utah partnership)

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title of Person Signing for Company

\_\_\_\_\_  
Browz Registration ID