

GoBuyChem e-Brokerage Limited

Bulk e-Brokerage Platform – Platform User Terms

This Agreement sets out the terms on which GoBuyChem E- e-Brokerage Limited (“**GBC e-Brokerage**”) offers access and use of its digital platform for a chemicals bulk trading marketplace (the “**GBC Platform**”) to buyers and sellers.

This Agreement is made up of the Contract Details set out below and the attached terms and conditions for access to and use of the GBC Platform (the “**Platform User Terms**”).

Contract Details:

GBC e-Brokerage:	GoBuyChem Brokerage Limited (company number 13981583)
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Platform Charges:	US\$500 for each Trading Contract when the Trading Company is acting as a Buyer and US\$500 for each Trading Contract when the Trading Company is acting as a Seller.
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By approving this Agreement the Trading Company agrees to the Contract Details below and the Platform User Terms.

In consideration of the Trading Company’s acceptance of the Platform User Terms, GBC e-Brokerage agrees to make the services, tools and facilities of the GBC Platform available for the Trading Company’s use on and subject to the above Contract Details and the Platform User Terms.

The Trading Company warrants for the benefit of GBC e-Brokerage and each other user of the GBC Platform that it has full power, right and authority to enter into and be bound by the Platform User Terms, and each contract agreed via the GBC Platform.

This Agreement has been entered into on the date stated at the beginning of it.

GoBuyChem e-Brokerage Limited

Platform User Terms and Conditions

1. Definitions and Interpretation

1.1 In these Platform User Terms, the following words and phrases shall have the following meanings:

“Agreement” means the agreement which is formed when the Trading Company referred to in the Contract Details signs the agreement to which these Platform User Terms are attached, which agreement incorporates these Platform User Terms and the Appendices;

“Anonymised Personal Data” means data and information which (a) does not relate to an identified or identifiable individual, or (b) comprises personal data rendered anonymous in such a manner that the data subject (as defined in the Data Protection Legislation) is not, or is no longer, identified or identifiable.

“Anonymised Transaction Data” means Transaction Data which does not identify the relevant Buyers or Sellers, and does not include any Participant Personal Data;

“Appendices” means the appendices attached to and incorporated into these Platform User Terms.

“Approved Trader” means (a) in relation to a Buyer, a Buyer who is approved by a Seller as a person to whom such Seller would be willing to sell Chemical Products on the GBC Platform and (b) in relation to a Seller, a Seller who is approved by a Buyer as a person from whom such Buyer would be willing to purchase Chemical Products on the GBC Platform, in each case as evidenced from time to time on the GBC Platform;

“Bid” means an offer made by a Buyer on the GBC Platform or following a Request for Negotiation, to purchase a Chemical Product from an Approved Trader at the Buyer’s Bid Price and subject to any terms and conditions agreed between the Buyer and the Seller;

“Bid Data” means all data and information relating to Bids made on or through the GBC Platform;

“Bid Expiry Date” means, in relation to a Bid, the date on which the Bid will lapse and no longer be open for acceptance by a Seller, as specified on the GBC Platform;

“Buyer” means a Platform Participant that either wishes to purchase Chemical Products from Sellers on the GBC Platform or has agreed to purchase any Chemical Products on the GBC Platform;

“Buyer’s Bid Price” means a Buyer’s price for the purchase of a Chemical Product from a Seller as specified in a Bid on the GBC Platform or as otherwise agreed with a Seller following a Request for Negotiation;

“Chemical Products” means (a) the chemical products which are made available in Lots by a Seller for trading on the GBC Platform or (b) the chemical products which are required in Lots by a Buyer for purchase on the GBC Platform, but in each case excluding any Prohibited Chemicals;

“Contract Details” means the contract details executed by a Trading Company to which these Platform User Terms are attached;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

“Event of Force Majeure” has the meaning given in clause 17.1;

“GBC e-Brokerage Acceptable Use Policy” means the acceptable use policy for the GBC Platform set out in Appendix A;

“GBC Platform Security Standards” means the technical security standards for the GBC Platform as set out or referred to in Appendix B, and as may be updated from time to time by GBC e- e-Brokerage and notified to all Platform Participants on the GBC Platform;

“GBC e-Brokerage Services” means the facilities, functionality, tools, analytics and other services provided by GBC e- e-Brokerage as part of the GBC Platform;

“Group” means, in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

“Individual User” means an individual employed or engaged by a Platform Participant who uses, or intends to use, the GBC Platform on behalf of such Platform Participant;

“Intellectual Property Rights” means any rights in or to intellectual property including copyright, patents, database rights, designs, trademarks, know-how or confidential information and any other rights in respect of any other industrial or intellectual

property, whether registrable or not and wherever existing in the world and including all rights to apply for any of the foregoing rights;

“Lot” means one thousand tonnes of a particular Chemical Product (unless a different volume is specified in an Offer or Bid);

“Malware” means computer programs designed to infiltrate and damage computers and user devices without the user’s consent, including viruses, spyware, worms, trojan horses and any code which will or may be used to access, modify, delete or damage any data, files or computer programs;

“Negotiation Request” means a request made by a Buyer to a Seller requesting private negotiation for a potential purchase of a Chemical Product;

“Offer” means an offer made by a Seller, on the GBC Platform or following a Request for Negotiation, to sell a Chemical Product to an Approved Trader at the Seller’s Offer Price and subject to the Seller’s Conditions;

“Offer Data” means all data and information relating to Offers made on or through the GBC Platform;

“Offer Expiry Date” means, in relation to an Offer, the date on which the Offer will lapse and no longer be open for acceptance by a Buyer, as specified on the GBC Platform;

“On-boarding Process” means the process of providing all online information necessary to register a company on the GBC Platform;

“Participant Personal Data” means Personal Data which has been provided to GBC e-Brokerage by a Platform Participant for the purpose of accessing and/or using the GBC Platform;

“Participant Registration Data” means data and information which a Platform Participant provides to GBC e-Brokerage for the purpose of registering for an account on the GBC Platform, and includes any Participant Personal Data;

“Personal Data” has the meaning given in the Data Protection Legislation;

“Platform Charges” means the charges payable by Buyers and Sellers as set out in the ‘Platform Charges’ section in the Contract Details;

“Platform Data” means Participant Registration Data, Offer Data, Bid Data and Transaction Data;

“Platform Participant” means a Trading Company which has completed the On-boarding Process and who has an account on the GBC Platform;

“Prohibited Chemicals” means any chemicals which, from time to time, are prohibited by applicable law from being sold on the GBC Platform;

“Seller” means a Platform Participant that either wishes to sell Chemical Products to Buyers on the GBC Platform or has agreed to sell any Chemical Products on the GBC Platform;

“Seller’s Conditions” means the Seller’s conditions of loading and any other conditions relating to the sale of a Chemical Product to a Buyer, as specified on the GBC Platform;

“Seller’s Offer Price” means the Seller’s price for the sale of a Chemical Product to a Buyer as specified in an Offer on the GBC Platform or as otherwise agreed with a Buyer following a Request for Negotiation;

“Trading Contract” means a contract between a Buyer and a Seller who are both Approved Traders for the sale and purchase of a Chemical Product;

“Transaction Data” means all data and information relating to Trading Contracts entered into on or through the GBC Platform;

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

“User Login Details” has the meaning given in clause 3.1;

“Variation Notice Period” has the meaning given in clause 18.1;

“VAT” means value added tax or any equivalent indirect tax chargeable on the supply of services in the UK; and

“Working Day” means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 In these Platform User Terms the following rules of interpretation shall apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.3 a reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;

- 1.2.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.5 a reference to **writing** or **written** includes email;
- 1.2.6 references to clauses are to the clauses of these Platform User Terms; and
- 1.2.7 any words following the terms **including, include, in particular for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Registration on the GBC Platform

- 2.1 As a condition of registration on the GBC Platform, a Trading Company must complete the On-boarding Process in accordance with the requirements prescribed on the GBC Platform from time to time. Upon completion of the On-boarding Process, GBC e-Brokerage will register the Trading Company as a Platform Participant with an account on the GBC Platform.
- 2.2 Registration of a Trading Company on the GBC Platform does not imply that the services or products of the relevant Platform Participant are in any way endorsed or approved by GBC Trading.

3. Accessing the GBC Platform

- 3.1 GBC e-Brokerage will issue a username and password to each Platform Participant ("**User Login Details**") to enable the agreed number of Individual Users (as specified in the Contract Details) to access the GBC Platform and use the GBC e-Brokerage Services.
- 3.2 Each Platform Participant shall ensure that its Individual Users keep the User Login Details confidential and do not disclose the User Login Details to any other person (except to another of the Platform Participant's Individual Users).
- 3.3 Each Platform Participant acknowledges and agrees that the Platform Participant is and shall remain liable for each of its Individual User's use of the GBC Platform as well as their compliance with these Platform User Terms.
- 3.4 Each Platform Participant undertakes to notify GBC e-Brokerage as soon as reasonably practicable upon becoming aware of any loss, theft or disclosure of any User Login Details provided for its Individual Users.

4. The GBC Platform and the GBC e-Brokerage Services

- 4.1 Subject to these Platform User Terms, the GBC Platform and the GBC e-Brokerage Services enable Buyers and Sellers to connect in a digital marketplace for the purpose of buying and selling Chemical Products.
- 4.2 GBC e-Brokerage shall be entitled to alter, modify or upgrade the GBC Platform or access to it in any way (either itself or using any person engaged for the purpose) and/or to develop or acquire from time to time an alternative or replacement platform to be used in substitution for or alternatively to the GBC Platform (and in the event of such alternative or replacement platform going live, it shall be deemed to be the GBC Platform for the purposes of the Agreement).
- 4.3 Each Platform Participant acknowledges that the GBC Platform is a proprietary software application owned by or licensed to GBC Trading. Other than as expressly authorised by the terms of the Agreement, a Platform Participant is not authorised to and shall not attempt to access, use, alter, modify or upgrade the GBC Platform in any way without GBC e-Brokerage's prior written approval, or permit the GBC Platform to be used with or to become incorporated in, any other program or website (without prior written consent) or create derivative works based on it (in whole or in part).
- 4.4 The GBC Platform is generally accessed by Individual Users through commonly available web browsers. If any Platform Participant requires the GBC Platform to be integrated with a Platform Participant's internal systems, extranet or intranet for the purpose of directing Individual Users to the GBC Platform, the work required for such integration may be undertaken only by GBC Trading, subject to GBC e-Brokerage and the relevant Platform Participant agreeing applicable terms and payment for the integration work and any subsequent maintenance.
- 4.5 Subject to compliance with these Platform User Terms and all other terms of the Agreement, Buyers may use the GBC Platform and the GBC e-Brokerage Services to:
- 4.5.1 approve any Seller as an Approved Trader and to withdraw its approval of any Seller as an Approved Trader;
 - 4.5.2 input data for Bids on to the GBC Platform;
 - 4.5.3 confirm Bids for acceptance by Sellers;
 - 4.5.4 withdraw Bids prior to acceptance by a Seller;
 - 4.5.5 submit Negotiation Requests;

- 4.5.6 enter into Trading Contracts with Sellers; and
- 4.5.7 access analytics and reporting tools.

Additional features and benefits of using the GBC Platform may be available to Buyers as GBC e-Brokerage modifies, develops and updates the GBC Platform from time to time.

- 4.6 Subject to compliance with these Platform User Terms and all other terms of the Agreement, Sellers may use the GBC Platform and the GBC e-Brokerage Services to:
 - 4.6.1 approve any Buyer as an Approved Trader and to withdraw its approval of any Buyer as an Approved Trader;
 - 4.6.2 input data for Offers on to the GBC Platform;
 - 4.6.3 confirm Offers for acceptance by Buyers;
 - 4.6.4 withdraw Offers prior to acceptance by a Buyer;
 - 4.6.5 respond to Negotiation Requests;
 - 4.6.6 enter into Trading Contracts with Buyers; and
 - 4.6.7 access analytics and reporting tools.

Additional features and benefits of using the GBC Platform may be available to Sellers as GBC e-Brokerage modifies, develops and updates the GBC Platform from time to time.

- 4.7 GBC e-Brokerage does not guarantee that the GBC Platform, or any content on it, will always be continuously available or that access will be uninterrupted. GBC e-Brokerage shall use reasonable endeavours to maintain access to the GBC Platform and the GBC e-Brokerage Services on a 24 x 7 x 365 basis, but may temporarily suspend access to all or part of the GBC Platform and/or GBC e-Brokerage Services for operational reasons. Prior to suspending access for this reason, where possible, GBC e-Brokerage will notify all Platform Participants by posting notice of this to the GBC Platform or by other means as appropriate.
- 4.8 GBC e-Brokerage may suspend, withdraw or restrict the availability of all or any part of the GBC Platform or the GBC e-Brokerage Services at any time where a Platform Participant uses, or any Individual Users use, the GBC Platform or the GBC e-Brokerage Services for any purpose not expressly contemplated or permitted by the Agreement, including where such use is in breach of the GBC e-Brokerage Acceptable Use Policy.

- 4.9 The Platform Participants acknowledge that neither the GBC Platform nor the GBC e-Brokerage Services have been developed to meet the individual requirements of any Platform Participants or any Individual Users. It is therefore the responsibility of each Platform Participant to ensure that the facilities, functions and tools of the GBC Platform meet its specific business and user requirements.
- 4.10 The Platform Participants will be responsible for ensuring that only permitted individuals access the GBC Platform and use the GBC e-Brokerage Services. The Platform Participants will be liable for any and all acts or omissions resulting from the use of the GBC Platform by any of its Individual Users.

5. Contracting on the GBC Platform

- 5.1 The GBC Platform provides Buyers and Sellers with facilities, functionality and tools which may be used for the purposes of facilitating Trading Contracts. GBC e-Brokerage does not provide any advice or make any recommendations in relation to (a) how such facilities, functionality and tools should be used by Buyers and Sellers (b) whether it is appropriate for Buyers and Sellers to enter into Trading Contracts on or through the GBC Platform or (c) the risks associated with any Trading Contracts.
- 5.2 Each Platform Participant acknowledges and agrees that the GBC Platform and the GBC e-Brokerage Services shall be used to enter into Trading Contracts and that such Trading Contracts shall be legally binding as between the relevant Buyer and Seller when:
- 5.2.1 the Buyer accepts the Seller's Offer on or prior to the Offer Expiry Date, provided that the Offer has not been withdrawn by the Seller prior to such acceptance; or
- 5.2.2 the Seller accepts the Buyer's Bid on or prior to the Bid Expiry Date, provided that the Bid has not been withdrawn by the Buyer prior to such acceptance.
- 5.3 Each Individual User shall be responsible for ensuring that he or she has all necessary authority from his or her Platform Participant to enter into Trading Contracts on or through the GBC Platform. GBC e-Brokerage is not responsible for checking or confirming such authority and shall not be liable if any Trading Contract is entered into on or through the GBC Platform in circumstances where any relevant Individual User does not have such authority.

6. Platform Charges

- 6.1 Access to the GBC Platform and use of the GBC e-Brokerage Services shall be subject to Buyers and Sellers paying the Platform Charges in accordance with this clause 6.

- 6.2 The Platform Charges shall be payable to GBC e-Brokerage by Buyers and Sellers who enter into Trading Contracts on or through the GBC Platform. The relevant Buyer shall be liable to pay its share of the Platform Charges and the relevant Seller shall be liable to pay its share of the Platform Charges. The liability of Buyers and Sellers to pay the Platform Charges shall not be joint and several.
- 6.3 The Platform Charges are exclusive of VAT, which the relevant Buyer and Seller shall additionally be liable to pay to GBC e-Brokerage at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.4 Following the end of each calendar month GBC e-Brokerage shall submit to each relevant Buyer and Seller a statement for the Platform Charges payable in relation to such calendar month. Such statement shall include:
- 6.4.1 the calendar month for which the Platform Charges have been calculated;
 - 6.4.2 the number of Trading Contracts made by the relevant Buyer or Seller (as the case may be) on or through the GBC Platform during the calendar month; and
 - 6.4.3 the amount of the Platform Charges due and payable.
- 6.5 Each invoice for the Platform Charges shall be in US dollars and shall be paid by the relevant Buyer or Seller in US dollars.
- 6.6 Each invoice submitted by GBC e-Brokerage for the Platform Charges shall be paid by the relevant Buyer and Seller:
- 6.6.1 within thirty days of the date of the invoice; and
 - 6.6.2 in full and in cleared funds via bank transfer to a bank account nominated in writing by GBC Trading.
- 6.7 If a Buyer or a Seller disputes its obligation to pay the Platform Charges, the relevant Buyer or Seller (as the case may be) shall promptly notify GBC e-Brokerage of such dispute and may withhold payment of such disputed sum until such dispute is resolved. In the event that such dispute is not resolved within ten (10) Working Days of the Platform Charges becoming due for payment, the relevant Buyer or Seller (as the case may be) and GBC e-Brokerage shall revert to the dispute resolution procedure set out in clause 19.
- 6.8 If a Buyer or Seller fails to make any payment of the Platform Charges by the due date for payment, then interest on the overdue amount shall accrue on a daily basis from the due date until the payment date (whether before or after judgment) at the

rate of four per cent (4%) per annum above the Bank of England's base rate from time to time.

- 6.9 All amounts due under the Agreement from a Buyer or Seller to GBC e-Brokerage shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Platform Data

- 7.1 Each Platform Participant shall:

7.1.1 use all due care and diligence when providing Participant Registration Data to GBC e-Brokerage or the GBC Platform; and

7.1.2 check all Participant Registration Data carefully for accuracy and completeness before submitting it to GBC e-Brokerage or the GBC Platform.

- 7.2 GBC e-Brokerage undertakes that it shall use the Platform Data only for the purpose of providing the GBC e-Brokerage Services, supporting and maintaining the GBC Platform, and as otherwise contemplated in these Platform User Terms, but shall not be responsible for checking the accuracy or completeness of any or all Platform Data.

- 7.3 Each Platform Participant acknowledges that, subject to GBC e-Brokerage complying with the Data Protection Legislation, GBC e-Brokerage shall be entitled to use any Transaction Data for the following purposes:

7.3.1 carrying out, or authorising any third party to carry out, general research and statistical analysis in connection with the bulk trading market for chemicals; and

7.3.2 using, or authorising any third party to use, business and data analytics to produce reports in relation to the GBC Platform for the benefit of GBC e-Brokerage's investors, potential investors and other commercial partners,

provided that (a) in carrying out or authorising any third party to carry out any of the activities referred to in this clause 7.3 GBC e-Brokerage shall only disclose to such third party and authorise the use of Anonymised Transaction Data (and not any actual Transaction Data) and (b) to the extent that Transaction Data or Anonymised Transaction Data includes Personal Data, GBC e-Brokerage shall only use Anonymised Personal Data in carrying out, or authorising third parties to carry out, any of the activities referred to in this clause 7.3.

- 7.4 GBC e-Brokerage undertakes to all Platform Participants not to copy, distribute or use the Platform Data, nor reproduce the Platform Data in whole or in part, in any form

(whether in hard copy, electronic or other), except as provided in these Platform Terms or as necessary to comply with applicable law.

8. Platform Data Security

8.1 The GBC Platform has been designed to be secure, robust and reliable in accordance with the GBC Platform Security Standards. GBC e-Brokerage shall operate and maintain the GBC Platform to comply with the GBC Platform Security Standards, including carrying out regular penetration testing to evaluate the security of the GBC Platform.

8.2 In addition to GBC e-Brokerage's obligations under clause 9 (Data Protection), GBC e-Brokerage shall take reasonable steps in accordance with the GBC Platform Security Standards to prevent the GBC Platform being affected by Malware but cannot guarantee that the GBC Platform will be free from Malware or other threats to the safety or security of the IT systems or networks of Platform Participants.

8.3 Each Platform Participant:

8.3.1 shall take reasonable steps to prevent the introduction by its Individual Users or other personnel of Malware into the IT systems and networks supporting the GBC Platform; and

8.3.2 warrants and undertakes to GBC e-Brokerage and the other Platform Participants that it will not wilfully introduce any Malware into any electronic communication, documentation or files sent using the GBC Platform.

9. Data Protection

9.1 In this clause 9, "**Controller**", "**Processor**", "**Processing**", "**Personal Data Breach**" and "**Data Subject**" shall have the meanings given in the Data Protection Legislation, "**Process**" and "**Processed**" shall be construed accordingly, and "**Relevant Platform Participant**" shall mean, in respect of the Participant Personal Data, the Platform Participant who is the Controller in relation to such data.

9.2 Each Platform Participant warrants and undertakes that:

9.2.1 in relation to its Participant Personal Data it shall comply with the Data Protection Legislation in so far as the same is applicable to that Platform Participant as a Controller;

9.2.2 its Participant Personal Data has been obtained and Processed lawfully; and

- 9.2.3 its Participant Personal Data is not subject to any prohibition or restriction which would:
 - 9.2.3.1 prevent or restrict the Platform Participant from disclosing or transferring the Participant Personal Data for Processing in relation to the GBC Platform; or
 - 9.2.3.2 prevent or restrict GBC e-Brokerage from Processing the Participant Personal Data in relation to the GBC Platform.

- 9.3 GBC e-Brokerage acknowledges that in providing the GBC e-Brokerage Services it shall be Processing Participant Personal Data on the GBC Platform, and in doing so shall be a Processor for the purposes of the Data Protection Legislation. To the extent that GBC e-Brokerage is acting as a Processor in relation to Participant Personal Data on behalf of the Relevant Platform Participant, GBC e-Brokerage shall:
 - 9.3.1 Process the Participant Personal Data only on documented written instructions from the Relevant Platform Participant (which shall mean in accordance with these Platform User Terms and any specific instructions provided to GBC e-Brokerage through the GBC Platform), unless GBC e-Brokerage is required by applicable law to otherwise Process the Participant Personal Data (and in such case GBC e-Brokerage shall inform the Relevant Platform Participant of the legal requirement before carrying out such Processing unless prohibited from doing so by applicable law);
 - 9.3.2 ensure that all persons authorised to Process the Participant Personal Data are under an appropriate contractual or other legal obligation to keep the Participant Personal Data confidential;
 - 9.3.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 9.3.4 assist the Relevant Platform Participant, at the Relevant Platform Participant's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact

assessments and consultations with data protection authorities or regulators;

- 9.3.5 notify the Relevant Platform Participant without undue delay on becoming aware of a Personal Data Breach in relation to any Participant Personal Data; and
- 9.3.6 at the Relevant Platform Participant's request, delete or return all Participant Personal Data on termination of the Agreement and delete any existing copies of the Participant Personal Data, except to the extent that GBC e-Brokerage is required to retain such Participant Personal Data by applicable law.
- 9.4 GBC e-Brokerage shall make available to the Relevant Platform Participant all information necessary to demonstrate its compliance with its obligations under clause 9.3, allow for and contribute to audits, including inspections, conducted by the Relevant Platform Participant or the Relevant Platform Participant's designated auditor, and shall immediately inform the Relevant Platform Participant if, in its opinion, an instruction infringes the Data Protection Legislation. Any such audits or inspections may be carried out subject to the Relevant Platform Participant giving GBC e-Brokerage not less than thirty days' notice, and provided that no more than one audit or inspection shall be permitted per calendar year.
- 9.5 Subject to clause 9.6, GBC e-Brokerage shall not engage any other Processor to Process any Participant Personal Data on behalf of the Relevant Platform Participant without the prior written consent of the Relevant Platform Participant and, where such consent is given, GBC e-Brokerage shall enter into a written agreement with the other Processor that includes, as a minimum, provisions which are equivalent to those in clauses 9.3 and 9.4. GBC e-Brokerage shall remain fully liable to the Relevant Platform Participant for any other Processor's processing of Participant Personal Data.
- 9.6 The GBC Platform is hosted by [●] and GBC e-Brokerage has entered into an agreement with [●] which sets out the terms applicable to such hosting. For the purpose of hosting the GBC Platform [●] is Processing the Participant Personal Data subject to the terms of the [●] Data Processing Addendum (a copy of which is available online on the [●] website).
- 9.7 GBC e-Brokerage shall not transfer any Participant Personal Data outside of the United Kingdom without obtaining the Relevant Platform Participant's prior written consent, and, where such consent is given, GBC e-Brokerage shall take such actions

and enter into such agreements as the Relevant Platform Participant may require to ensure that such transfer complies with the Data Protection Legislation.

9.8 For the purpose of compliance with the Data Protection Legislation the particulars of GBC e-Brokerage's Processing of Personal Data under these Platform User Terms are as follows:

9.8.1 Subject matter and duration of Processing: Personal Data shall be Processed for the performance of rights and obligations under the Agreement. The Personal Data shall be Processed for so long as GBC e-Brokerage makes the GBC Platform available to the Relevant Platform Participant. The Personal Data shall be retained in accordance with GBC e-Brokerage's data retention policy.

9.8.2 Nature and purpose of Processing: GBC e-Brokerage will Process the Personal Data for the purpose of operating, maintaining and supporting the GBC Platform, and providing the GBC e-Brokerage Services.

9.8.3 Type of Personal Data: Participant Personal Data.

9.8.4 Category of Data Subjects: contact persons for Buyers and Sellers.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in and to the Platform Data, and rights to control the use of the Platform Data, shall at all times remain with the Platform Participant from whom the data originated, whether the data is in human or machine readable form.

10.2 All Intellectual Property Rights in and to the GBC Platform and the GBC e-Brokerage Services are, and shall continue to be, owned by or licensed to GBC Trading.

10.3 Except as expressly provided in these Platform User Terms:

10.3.1 no Platform Participant shall acquire any proprietary rights, title or interest in or to any Intellectual Property Rights of any other Platform Participant;

10.3.2 no Platform Participant shall acquire any proprietary rights, title or interest in or to any Intellectual Property Rights of GBC Trading; and

10.3.3 GBC e-Brokerage shall not acquire any proprietary rights, title or interest in or to any Intellectual Property Rights of any Platform Participant.

10.4 GBC e-Brokerage hereby grants to Platform Participants and Individual Users a non-exclusive, non-transferable licence to access and use the GBC Platform and receive the benefit of the GBC e-Brokerage Services.

10.5 Each Platform Participant hereby grants to GBC e-Brokerage a non-exclusive, non-transferable licence to use and process the Participant Registration Data, the Offer Data, the Bid Data and the Transaction Data generated by the Platform Participant, for the purposes contemplated in these Platform User Terms.

11. Confidentiality

11.1 For the purposes of this clause 11, “**Confidential Information**” means all information of a confidential nature (however recorded or preserved) disclosed by the Platform Participants to GBC Trading, or by GBC e-Brokerage to the Platform Participants, in connection with access to and use of the GBC Platform.

11.2 Subject to the terms of this clause 11, GBC e-Brokerage undertakes to hold any Confidential Information it receives from the Platform Participants, and the Platform Participants undertake to hold any Confidential Information they receive from GBC Trading, in confidence and not disclose such Confidential Information to any third party who is not a member of its Group or use any such Confidential Information for any purpose other than the exercise of its rights and/or performance of its obligations under the Agreement.

11.3 The obligations in clause 11.1 shall not apply in relation to information which:

11.3.1 is or becomes public knowledge other than as a result of a breach of this clause 11;

11.3.2 is in the possession of the receiving party or a member of its Group without restriction in relation to disclosure before the date of receipt from the disclosing party;

11.3.3 is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure; or

11.3.4 is independently developed by the receiving party or a member of its Group, which independent development can be shown by written evidence.

11.4 A receiving party may disclose Confidential Information to those of its officers, employees, contractors and advisers who need to know such Confidential Information for the purpose of exercising rights and/or performing obligations under the Agreement, provided that:

11.4.1 it informs such officers, employees, contractors and advisers of the confidential nature of the Confidential Information before disclosure; and

11.4.2 at all times, it is responsible for such officers', employees', contractors' and advisers' compliance with the confidentiality obligations set out in this clause.

11.5 A receiving party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the disclosing party as much notice of such disclosure as possible.

12. Exclusions and Limitations of Liability

12.1 Nothing in these Platform User Terms shall exclude or limit any liability of GBC e-Brokerage or the Platform Participants for (a) death or personal injury caused by negligence (b) fraud or fraudulent misrepresentation, or (c) any other liability which cannot be limited or excluded by law.

12.2 Nothing in these Platform User Terms shall exclude or limit any liability of GBC e-Brokerage or the Platform Participants for breach of the obligations of confidentiality in clause 11.

12.3 Nothing in this clause 12 shall limit a Buyer or Seller's payment obligations under the Agreement.

12.4 Subject to clauses 12.1, 12.2 and 12.3, neither GBC e-Brokerage nor the Platform Participants shall be liable for (a) loss of profits (b) loss of revenue (c) loss of sales or business (d) loss of agreements or contracts (e) loss of or damage to goodwill (f) loss of anticipated savings (g) loss of use or corruption of software, data or information (except in relation to its obligations under clause 9) or (h) any indirect or consequential loss.

12.5 Subject to clauses 12.1, 12.2 and 12.3, GBC e-Brokerage shall not be liable for any loss or damage suffered or incurred as a result of (a) any loss, theft or unauthorised disclosure of any User Login Details or (b) any identity theft involving impersonation of any Individual User, save for where such loss or damage arises as a result of GBC e-Brokerage's negligence.

12.6 Subject to clauses 12.1, 12.2, 12.4 and 12.7, GBC e-Brokerage's total aggregate liability to any Platform Participant, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement:

12.6.1 for direct loss arising from GBC e-Brokerage's failure to comply with its data processing obligations under clause 9, shall not exceed \$1,000,000 per calendar year (it being agreed that such limitation shall not apply to

any liability which arises from GBC e-Brokerage's non-compliance with its obligations as a processor under the Data Protection Legislation);

- 12.6.2 for direct loss, corruption or damage in relation to data or electronic systems caused by a cyber attack on, or a cyber hack of, the GBC Platform or GBC e-Brokerage's computer systems or networks, shall not exceed \$1,000,000 per event or series of connected events; and
 - 12.6.3 for all other loss or damage, shall not exceed, per calendar year, an amount equal to the total Platform Charges received by GBC e-Brokerage from such Platform Participant in such year.
- 12.7 GBC e-Brokerage shall have no liability under the Agreement in respect of any event unless the relevant Platform Participant notifies GBC e-Brokerage that it intends to make a claim in respect of the event within the notice period. The notice period for an event shall start on the day on which the relevant Platform Participant became, or ought reasonably to have become, aware of the event having occurred and shall expire twelve months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.8 Subject to clause 12.1, all conditions, warranties, representations or other terms concerning the Agreement which might otherwise be implied into or incorporated into the Agreement, including any warranties of fitness for purpose or any collateral contract, whether by statute, common law, custom or otherwise are hereby expressly excluded.
- 13. Warranties**
- 13.1 Each of the Platform Participants warrants to GBC e-Brokerage both at the time of entering into the Agreement and throughout its use of the GBC Platform that it has:
- 13.1.1 full legal authority and capacity to enter into the Agreement;
 - 13.1.2 all necessary rights to perform its obligations under the Agreement; and
 - 13.1.3 full rights to grant the licences referred to in these Platform User Terms free from all liens, claims encumbrances and other restrictions.
- 13.2 GBC e-Brokerage warrants to each Platform Participant both at the time of entering into the Agreement and throughout its duration that it has:
- 13.2.1 full legal authority and capacity to enter into the Agreement;
 - 13.2.2 all necessary rights to perform its obligations under the Agreement; and

- 13.2.3 full rights to grant the licences referred to in these Platform User Terms free from all liens, claims encumbrances and other restrictions.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, a Platform Participant may terminate the Agreement by giving not less than one months' notice to GBC e-Brokerage.
- 14.2 Without affecting any other right or remedy available to it, GBC e-Brokerage may terminate the Agreement with immediate effect by giving notice to a Platform Participant, or a Platform Participant may terminate the Agreement with immediate effect by giving notice to GBC e-Brokerage, if:
- 14.2.1 the non-terminating party commits any material breach of any provision of the Agreement which is not capable of remedy or if capable of remedy, fails to remedy the breach within thirty (30) Working Days of receiving notice specifying the breach and requiring it to be remedied;
- 14.2.2 the non-terminating party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.2.3 the non-terminating party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.2.4 the non-terminating party's financial position deteriorates to such an extent that in the terminating party's opinion the non-terminating party's ability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 14.3 Without affecting any other right or remedy available to it, GBC e-Brokerage may terminate the Agreement with immediate effect by giving notice to a Platform Participant if the Platform Participant fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than thirty days after being notified in writing to make such payment.

- 14.4 Without affecting any other right or remedy available to it, GBC e-Brokerage may suspend access to the GBC Platform and/or provision of the GBC e-Brokerage Services in relation to a Platform Participant if:
- 14.4.1 the Platform Participant commits any breach of any provision of the Agreement and, if such breach is capable of remedy, fails to remedy the breach within seven (7) Working Days of receiving notice specifying the breach and requiring it to be remedied;
 - 14.4.2 the Platform Participant fails to pay any amount due under the Agreement on the due date for payment;
 - 14.4.3 the circumstances referred to in clauses 14.2.3 or 14.2.4 apply to the Platform Participant, or GBC e-Brokerage reasonably believes that such circumstances are about to apply to the Platform Participant; or
 - 14.4.4 GBC e-Brokerage reasonably believes that the Platform Participant is about to become subject to any of the events listed in clause 14.2.2.
- 14.5 For the purpose of clause 14.2.1, a breach shall be capable of remedy if the non-terminating party can comply with the provision in question in all respects other than as to the time for performance.

15. Consequences of Termination

- 15.1 On termination of the Agreement, for whatever reason:
- 15.1.1 access to the GBC Platform for the relevant Platform Participant and its Individual Users will be withdrawn immediately; and
 - 15.1.2 the licences granted by GBC e-Brokerage to the relevant Platform Participant and its Individual Users to access and use the GBC Platform shall terminate.
- 15.2 Any termination of the Agreement, for whatever reason, shall not affect any accrued rights or liabilities of GBC Trading, or the relevant Platform Participant, as at the date of termination, nor shall termination affect any rights or obligations which are to be observed or performed after such termination.
- 15.3 Within twenty Working Days after the date of termination of the Agreement for whatever reason, GBC e-Brokerage shall, at the written direction of the relevant Platform Participant, return all Platform Registration Data for that Platform Participant, and shall confirm in writing that the relevant data has not been retained on, and is no longer accessible from, the GBC Platform.

15.4 Termination shall not affect any Trading Contract entered into on or through the GBC Platform, or the obligations of the relevant Buyer or Seller to perform the terms of such Trading Contract.

15.5 Termination shall not affect any right of GBC e-Brokerage to receive payment of any Platform Charges due under clause 6.

16. Audit Rights

16.1 During the term of the Agreement and for a period of twelve months after the date of termination of the Agreement, GBC e-Brokerage will maintain accurate and up-to-date records, documentation and other similar materials, whether financial or otherwise, relating to the GBC Platform.

16.2 At the request of a Platform Participant, GBC e-Brokerage shall, on reasonable notice (being not less than five Working Days), make available to the Platform Participant, its internal and external auditors, or any third party appointed by the Platform Participant, all information reasonably required by the Platform Participant, such auditors or representatives relating to the activities of that Platform Participant on the GBC Platform, and shall permit the Platform Participant, such auditors or representatives, or any appointed third party, to inspect, review, verify and take copies of any associated records and documentation under the control of GBC Trading.

16.3 GBC e-Brokerage agrees to provide such access to GBC e-Brokerage's premises, and afford all reasonable assistance in good faith, as may reasonably be required for the purposes of the inspection, review and verification under clause 16.2.

16.4 The Platform Participant shall ensure that any inspection or review under this clause 16 which is undertaken on its instructions be undertaken, as far as reasonably possible, so as to minimise disruption to GBC e-Brokerage's business, both generally and in relation to the provision of the GBC e-Brokerage Services.

16.5 Any inspection or review under this clause 16 is for the sole benefit of the Platform Participant and will not constitute a waiver or exclusion of any obligation on GBC e-Brokerage or of the Platform Participant's rights and remedies under the Agreement.

16.6 The Platform Participant's costs associated with any inspection or review under this clause 16 shall be paid by the Platform Participant.

17. Force Majeure

17.1 Notwithstanding anything else contained in the Agreement, neither GBC e-Brokerage nor a Platform Participant shall be liable for any delay in or failure to perform its obligations under the Agreement (other than for payment of money) if such delay or

failure is caused by any circumstance not within its reasonable control (an “**Event of Force Majeure**”), provided that:

17.1.1 if GBC e-Brokerage is affected by an Event of Force Majeure, GBC e-Brokerage shall promptly notify the Platform Participants in writing of the reasons for such delay or failure; and

17.1.2 if a Platform Participant is affected by an Event of Force Majeure, the Platform Participant shall promptly notify GBC e-Brokerage and any other relevant Platform Participants in writing of the reasons for such delay or failure.

17.2 If any such delay or failure referred to in clause 17.1 continues for more than eight (8) weeks, the party not affected by the Event of Force Majeure may terminate the Agreement immediately on giving notice to the other party, in which event neither party shall be liable to the other by reason of such termination.

18. Variation to Terms

18.1 GBC e-Brokerage reserves the right to vary these Platform User Terms by giving notice of the variation to the Platform Participants. Any variation will take effect on the expiry of twenty Working Days’ notice being given to the Platform Participants with details of the changes (such notice period being the “**Variation Notice Period**”).

18.2 If any Platform Participant does not agree to any variation referred to in clause 18.1, it will be entitled to terminate the Agreement immediately on giving notice to GBC Trading, provided that such termination notice is received in writing by GBC e-Brokerage prior to the expiry of the Variation Notice Period. The Platform Participant’s continued access to the GBC Platform and use of the GBC e-Brokerage Services beyond the expiry of the Variation Notice Period will be confirmation of acceptance of the Agreement as varied.

18.3 For the purposes of clause 18.1, notice may be given to the Platform Participants by posting the variation on the GBC Platform.

18.4 GBC e-Brokerage may give less than twenty Working Days’ notice of a variation pursuant to clause 18.1 where the variation is the result of legislative or regulatory requirements.

19. Dispute Resolution

19.1 Any dispute which may arise between any of the Platform Participants and GBC e-Brokerage concerning the Agreement shall be determined as follows:

- 19.1.1 the dispute shall first be referred to a director of GBC e-Brokerage and an authorised representative of the relevant Platform Participant who shall negotiate in good faith in an attempt to resolve the dispute as speedily as possible. If those negotiations do not result in a settlement of the dispute within fourteen days of their commencement then the provisions of clauses 19.1.2 or 19.1.3 (as appropriate) shall apply;
- 19.1.2 GBC e-Brokerage and the relevant Platform Participant shall attempt to determine the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure; and
- 19.1.3 if GBC e-Brokerage and the relevant Platform Participant cannot resolve the dispute by mediation within sixty calendar days of the date of the first mediation meeting, then either GBC e-Brokerage or the relevant Platform Participant may apply to the courts of England and Wales who shall have exclusive jurisdiction to hear and determine any such unresolved dispute.
- 19.2 Nothing in this clause 19 shall prevent either GBC e-Brokerage or the relevant Platform Participant from applying to the courts of England and Wales for injunctive or other interim relief at any time.

20. No Assignment

Neither GBC e-Brokerage nor any Platform Participant shall be entitled to assign, transfer or deal in any other manner with all or any of its rights, or delegate, subcontract or deal in any other manner with all or any of its obligations, arising under the Agreement.

21. No Partnership or Agency

Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture, or the relationship of employee and employer, between GBC e-Brokerage and any Platform Participant or its Individual Users. GBC e-Brokerage is not an agent for the Platform Participants or any Individual Users, and GBC e-Brokerage has no authority to make any contract, whether expressly or by implication, in the name of any Platform Participants or Individual Users.

22. Waiver

Any failure to exercise or any delay in exercising a right or remedy provided by these Platform User Terms or at law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Agreement shall not constitute a waiver of a subsequent breach of that term nor of any other breach and shall not affect the other terms of the Agreement.

23. Third Party Rights

Except as provided in these Platform User Terms, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. Invalidity of Terms

If at any time a provision of these Platform User Terms is held by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not prejudice the remaining provisions of these Platform User Terms which shall remain in full force and effect. If any provision of these Platform User Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

25. Entire Agreement

25.1 The Agreement, together with the documents referred to in it, sets out the entire agreement and understanding between GBC e-Brokerage and the Platform Participants in connection with the use of the GBC Platform and the provision of the GBC e-Brokerage Services, and supersedes and extinguishes all previous agreements, negotiations, representations and undertakings between GBC e-Brokerage and any Platform Participant relating to the use of the GBC Platform and the provision of the GBC e-Brokerage Services.

25.2 GBC e-Brokerage and each of the Platform Participants acknowledges and agrees that in entering into the Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy under the Agreement in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement as a warranty.

26. Notices

26.1 All notices to be given under the Agreement shall be in writing. Any notice shall be deemed to have been received: if delivered personally, at the time of delivery; if sent by post, on the expiry of forty eight (48) hours after posting; and if sent by email or sent via the GBC Platform on the same Working Day if sent before 5pm (and on the next Working Day if sent after 5pm).

26.2 Subject to clause 3.4, notices given to GBC e-Brokerage may be given personally, by post or by email. Notices given personally or by post to GBC e-Brokerage shall be delivered to GBC e-Brokerage at GBC e-Brokerage's address given in the Contract

Details (and marked for the attention of Dr Bharat Bhardwaj) or such other address as may be notified from time to time. Notices given by email to GBC e-Brokerage shall be sent to admin@gobuychem.com.

- 26.3 Notices given to Platform Participants shall, unless otherwise provided for in these Platform Terms, be delivered by email to the email address of the principal contact provided as part of the On-boarding Process.

27. Governing Law

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

28. Jurisdiction

GBC e-Brokerage and the Platform Participants irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Appendix A

GBC e-Brokerage Acceptable Use Policy

A. Prohibited Uses

Platform Participants and Individual Users may use the GBC Platform only for lawful purposes. Platform Participants and Individual Users may not use the GBC Platform:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with GBC e-Brokerage's content standards (see section B below);
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

B. Content Standards

These content standards apply to any and all material which Platform Participants or Individual Users contribute to the GBC Platform (each a **Contribution**).

These content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

GBC e-Brokerage will determine, in its discretion, whether a Contribution breaches these content standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions); and

- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- bully, insult, intimidate or humiliate;
- promote sexually explicit material;
- include child sexual abuse material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right, trade mark or other intellectual property of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from GBC e-Brokerage, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are

likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or

- contain any advertising or promote any services or web links to other sites.

C. Breach of this Policy

When GBC e-Brokerage considers that a breach of this acceptable use policy has occurred, GBC e-Brokerage may take such action as it deems appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of the Agreement, and may result in GBC e-Brokerage taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of rights to use GBC Platform;
- immediate, temporary or permanent removal of any Contribution uploaded to the GBC Platform;
- issue of a warning;
- commencement of legal proceedings for reimbursement of all costs on an indemnity basis (including reasonable administrative and legal costs) resulting from the breach; and
- disclosure of such information to law enforcement authorities as GBC e-Brokerage reasonably feels is necessary or as required by law.

GBC e-Brokerage excludes its liability for all action GBC e-Brokerage may take in response to breaches of this acceptable use policy. The actions GBC e-Brokerage may take are not limited to those described above, and GBC e-Brokerage may take any other action GBC e-Brokerage reasonably deems appropriate.

Appendix B

GBC Platform Security Standards

- The GBC Platform uses end-to-end SSL encryption, and this ensures that data transmitted between server and client cannot be read by third parties.
- Traffic to the GBC Platform is routed through a world-class (third party) web application firewall and this acts as a shield between the GBC Platform and the internet.
- Authentication and authorisation is handled by a Auth0, a leading identity management provider.