

RTI BLOCKCHAIN TERMS OF SERVICE AND USER AGREEMENT

1. INTRODUCTION

- 1.1 The RTI Dashboard platform from RTI Blockchain (the “**Platform**”) is a platform that enables enterprises to administer packaging transactions for itself and to make them transparent for other enterprises that make use of the platform. Here, packaging refers to products that can be used to enclose, protect, load, deliver and offer other products and which can be used more than once. Packaging transactions pertain to the delivery and receipt of these products.
- 1.2 The Platform is owned and operated by RTI Blockchain B.V. (“**RTI Blockchain**”, “**we**” or “**us**”). The Platform is made available via the RTI Dashboard iOS and Android application and the RTI Dashboard web application (www.RTIDashboard.eu).
- 1.3 When an employee creates a user account (the “**User Account**”) on the Platform on behalf of an enterprise, an agreement is concluded between that enterprise and RTI Blockchain (the “**Agreement**”) which is governed by these terms of service and user agreement (the “**Terms**”). When you create the User Account, you must accept the Terms.
- 1.4 An enterprise that makes use of the Platform is defined in the Terms as the “Customer”. Employees who create a user account on the Platform on behalf of the Customer are defined in the Terms as “Users”.

2. APPLICABILITY OF TERMS

- 2.1 Applicability of any general terms and conditions and/or terms and conditions of purchasing stipulated by the Customer is explicitly rejected. The Terms may only be departed from in writing.
- 2.2 RTI Blockchain is authorized to unilaterally amend the Terms. Any amendment will be notified to the Customer no later than one month prior to the amendment going into effect.
- 2.3 If a clause of these Terms is void or annulled, the remaining clauses of the Terms remain fully in force without change.

3. USER ACCOUNT

- 3.1 The Customer warrants that the information provided upon the creation of the User Account is correct and complete. If information in the User Account of the Customer is no longer correct and/or complete, the Customer is obliged to update this information. If it is not possible for the Customer to change the information in the User Account, the Customer will inform RTI Blockchain of this in a timely manner.
- 3.2 The Customer will treat the username and password for the User Account (the “**Login**”) with due care. The Login may not be shared with or transferred to a third party without the consent of RTI Blockchain in writing. The Customer bears the expense and risk for all actions on the Platform that are performed with the User Account, including the registration of transactions. RTI Blockchain accepts no liability whatsoever for any such actions.
- 3.3 The User Account consists of information that pertains to the user (the “**User Information**”) and information that pertains to the Customer and the transactions performed on behalf of the Customer (the “**Customer Information**”).

4. RIGHT OF USE

4.1 Upon conclusion of the Agreement, the Customer is granted the nonexclusive right to use the Platform and its accompanying documentation during the term of the Agreement for internal business operations in accordance with the clauses of the Terms. Without special arrangements made in writing, the Customer may not use the Platform for the performance of services for third parties.

5. FEE

5.1 A User Account may be created for free. The User Account is linked to a single enterprise. Multiple locations and users of this enterprise may be added to the User Account.

5.2 Unless agreed otherwise in writing or stipulated by RTI Blockchain, all prices indicated by RTI Blockchain are exclusive of VAT and other applicable taxes or levies.

5.3 For each registered packaging transaction on the Platform, the Customer is charged the fee as listed in the fee schedule of Schedule I (the “**Fee**”).

5.4 RTI Blockchain is authorized to change the Fee at any time unless a fixed fee for a fixed period is established in writing. A price change will not go into effect less than 30 days after the Customer has been notified of the change in writing.

5.5 If the Agreement is expanded or amended at the request of the Customer, or in the event of unforeseen circumstances, RTI Blockchain may charge additional costs to the Customer. RTI Blockchain will inform the Customer of the additional costs as quickly as possible. Excepting in emergencies, the Customer will only commence activities that entail additional costs after the Customer has consented to these additional costs.

6. PAYMENT

6.1 Unless agreed otherwise in writing, the Customer must make payment of the Fee within 30 days after the date of invoice. The Fee will be charged monthly. If the amount of the invoice is not paid in full on the payment deadline, the Customer is in default by the simple lapse of the deadline without demand or notice of default being required.

6.2 If RTI Blockchain has not received payment of the Fee within the terms specified in paragraph 1 of this article:

- (a) the Customer is obliged to pay to RTI Blockchain interest in the amount of the statutory commercial interest of article 6:119a, Dutch Civil Code;
- (b) RTI Blockchain is authorized to refuse the Customer access to the Platform or specific components of the Platform until payment of the Fee has been made;
- (c) the Customer is obliged to compensate RTI Blockchain for all extrajudicial collection costs incurred by RTI Blockchain with respect to the outstanding amounts.

6.3 Any appeal by the Customer to offsetting or suspension of payment is explicitly excluded unless RTI Blockchain has granted prior consent in writing to a specific suspension or offsetting and the claim being suspended or offset has been acknowledged unconditionally in writing by RTI Blockchain.

7. TERMINATION

- 7.1 The Customer may cancel the Agreement at any time without observance of a notice period by deactivating the User Account.
- 7.2 RTI Blockchain may cancel the Agreement in observance of a notice period of 30 days without entitling the Customer to any compensation of costs, damages and/or any other forms of compensation.
- 7.3 After cancellation the Agreement is terminated with immediate effect and the Customer will be denied access to the Platform and the data registered on it. RTI Blockchain advises the Customer to export any relevant information registered on the Platform, including packaging transactions and balance information, from the platform and to save it at another location prior to cancelling the Agreement.
- 7.4 Termination of the Agreement does not discharge the Customer from outstanding obligations under the Agreement. Payment obligations with respect to obligations already undertaken or services already performed remain fully in force. In the event of termination of the Agreement RTI Blockchain is authorized to require immediate payment of all outstanding amounts owed to it, regardless of whether these are already exigible or not.
- 7.5 After termination of the Agreement the User Information will be deleted immediately. Customer Information will not be deleted. In accordance with the provisions of article 12 of the Terms, any images and/or documents saved by the Customer will be deleted immediately after the termination of the Agreement. RTI Blockchain is authorized to maintain the user account until all outstanding obligations under the Agreement have been fulfilled.

8. OBLIGATIONS OF RTI

- 8.1 RTI Blockchain will endeavour to have the Platform function correctly.
- 8.2 RTI Blockchain cannot warrant that the Platform will be available fully and at all times or that it will function without disruption.
- 8.3 RTI Blockchain cannot warrant that the Platform can be used on any operating system, browser or device.
- 8.4 RTI Blockchain is entitled to temporarily take the Platform down for maintenance or changes to the Platform. RTI Blockchain will, to the extent possible, perform such work outside of business hours (weekdays between 9 AM and 5 PM CET, officially observed holidays in the Netherlands excepted).
- 8.5 RTI Blockchain is entitled to modify certain components of the Platform, as a result of which certain functionalities may not be available at certain times or the Platform as a whole may no longer function on certain operating systems, browsers and/or devices.
- 8.6 RTI Blockchain does not verify any information registered on the Platform by the Customer and/or Users, including but not limited to the packaging transactions, and is not responsible for any such information. RTI Blockchain cannot guarantee the accuracy of the information registered by the Customer and/or Users.
- 8.7 RTI Blockchain is not a party to any agreement or agreements between Customers. Customers must resolve any disputes between themselves.

9. OBLIGATIONS OF USER

- 9.1 In the course of using the Platform, the Customer will not act in violation of the Terms, the provisions of law, public order or standards of decency. In the event of such violations, RTI Blockchain can temporarily or permanently block access to the Customer's User Account or cancel the Agreement with immediate effect and delete the User Account in accordance with the provisions of these Terms.
- 9.2 In the course of the use of the Platform the Customer will not violate any intellectual property rights of RTI Blockchain or of third parties. The Customer will not duplicate or make public any information, images or other materials provided on the Platform by RTI Blockchain.
- 9.3 The Customer is responsible for actions performed under the User Account associated with the Customer. Upon abuse of the User Account, RTI Blockchain can temporarily or permanently block access to the Customer's account or delete the User Account in accordance with the provisions of these Terms. .
- 9.4 The Customer is itself responsible for regularly making an internal copy of the information registered on the Platform.

10. FORCE MAJEURE

- 10.1 If RTI Blockchain cannot fulfil its obligations under the Agreement as a result of force majeure or other extraordinary circumstances, including but not limited to unexpected service outages at RTI Blockchain and/or third parties (whether or not engaged by RTI Blockchain), or failures in performance by third parties engaged by RTI Blockchain, RTI Blockchain is entitled to resume performance of any or all of the Agreement at a later date.

11. LIABILITY AND INDEMNIFICATION

- 11.1 RTI Blockchain is not liable for:
- 11.1.1 indirect damages that the Customer suffers as a result of the use of the Platform;
 - 11.1.2 damages resulting from the temporary or permanent unavailability of the Platform, regardless of the basis of liability;
 - 11.1.3 damages resulting from unauthorized use of the Login;
 - 11.1.4 damages resulting from the registration of erroneous and/or incomplete information on the Platform by Users;
 - 11.1.5 damages resulting from the deletion of information registered on the Platform upon the deactivation of a User Account;
 - 11.1.6 damages resulting from the fact that the Customer has no current internal copy of the information registered on the Platform available.
- 11.2 Liability of RTI Blockchain is in all cases restricted to the amount that the Customer owes to RTI Blockchain for the use of the Platform in the year prior to the event that led to the damages. If RTI Blockchain is insured for these damages, this liability is limited to the amount paid by the insurer.
- 11.3 The provisions in this article do not apply if the damages are caused by intent or gross negligence of RTI Blockchain.

11.4 The Customer indemnifies RTI Blockchain for all disadvantage, sanctions, claims and/or damages incurred or suffered by RTI Blockchain as a result of a violation of the Agreement by the Customer.

12. **PRIVACY**

12.1 As part of the performance of the Agreement, RTI Blockchain processes personal data within the definition of the General Data Protection Regulation (the “**GDPR**”) as controller within the definition of article 4(8) of the GDPR (“**Controller**”). More information about this processing of personal data can be found in the RTI Blockchain Privacy Statement [<https://rtidashboard.eu/en-GB/privacy>].

12.2 The Customer can register a variety of types of information on the Platform by, for example, uploading documents and/or images. This information may be partially or fully qualified as personal data within the definition of the GDPR. The parties agree that RTI Blockchain will process this personal data (“**Personal Data**”) as processor within the definition of article 4(8) of the GDPR on behalf of the Customer as Controller. This processing is governed by articles 12.3 through 12.11.

12.3 The Customer gives RTI Blockchain the assignment to process the Personal Data in order to enable the Customer to save and use the Personal Data on the Platform.

12.4 RTI Blockchain processes the Personal Data solely on the basis of the written instructions of the controller, excepting where a provision of Union law or the law of an EU Member State applicable to RTI Blockchain obliges RTI Blockchain to process said Personal Data; in that event, RTI Blockchain will inform the Customer of this provision of law prior to the processing unless that legislation prohibits this notification for serious reasons in the public interest.

12.5 The Customer hereby grants permission to RTI Blockchain to engage third parties (“**Sub-processors**”) to process the Personal Data on behalf of RTI Blockchain. At present RTI Blockchain works with the following Sub-processors: Ledger Leopard, Microsoft Azure, Cassiux BV and Exact Software. RTI Blockchain will inform the Customer of any intended changes concerning the addition or replacement of Sub-processors, giving the Customer the opportunity to object to such changes. The Customer will only object to the engagement of Sub-processors if the Customer has sound reasons to do so.

12.6 RTI Blockchain will ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. RTI Blockchain will ensure, in the form of a processor agreement or sub-processor agreement, that a Sub-processor is bound by the obligations borne by RTI Blockchain under this article.

12.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons, RTI Blockchain will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

12.8 In due consideration of the nature of the processing, RTI Blockchain will implement appropriate technical and organizational measures to provide the Customer, to the extent possible, with support in the fulfilment of its obligations to respond to requests for the exercise of the rights of data subjects (as enumerated in chapter III of the GDPR).

- 12.9 In due consideration of the nature of the processing and the information available to RTI Blockchain, RTI Blockchain will assist the Customer to the extent possible in fulfilling the Customer's obligations under articles 32 to 36 of the GDPR.
- 12.10 After the end of the processing services, RTI Blockchain will either delete all Personal Data or return it to the Customer, whichever the Customer requests, and delete existing copies unless storage of the Personal Data is required under a provision of Union law or the law of an EU Member State applicable to RTI Blockchain.
- 12.11 RTI Blockchain will make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this article and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

13. SUPPORT

- 13.1 Questions and/or requests concerning the Platform can be directed to RTI Blockchain via support@rtiblockchain.nl. RTI Blockchain endeavours to respond to any Customer question/request within one business day.

14. MISCELLANEOUS

- 14.1 The Agreement is subject exclusively to the law of the Netherlands.
- 14.2 Disputes between RTI Blockchain and the Customer will be adjudicated by the competent Dutch court in the Central Netherlands district, to the exclusion of all other forums.

SCHEDULE I

FEE SCHEDULE

Simple pricing

The sender pays € 0.0005 per item transaction (for outgoing shipments).

Fully according to the "pay-per-use" model. No shipments means no costs. On the basis of Fair Use Policy inbound shipments are exempt from costs (until 1-1-2022).

Example cost breakdown

If you send **8 pallets** that each contain **40 crates** to the next supply chain partner, the price will be:

8 pallets + 320 crates = 328 items x €0,0005 = **€0.164** for that transaction