

SEAMLESS SOURCE USER TERMS AND CONDITIONS

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, You agree to become bound by the terms and conditions of this agreement.

If You do not agree to all the terms and conditions of this agreement, then You may not access the Website or use any services.

If these terms and conditions are considered an offer by Seamless Source, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 18 years old.

Seamless Source is not the owner, holder or distributor of any products or services created or rendered by the Users of the Platform. Seamless Source does not represent either the Service Provider or Customer in specific User transactions ("User to User Agreements").

Seamless Source does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered by Users on the Website or the ability of the Users to complete an order, Proposal and/or payments.

All content processed through the Seamless Source Website is monitored by us. Your personal information may be stored by us for use by third parties in line with the GDPR.

Effective date: 16.05.2019

1. INTRODUCTION.

1.1. Seamless Source (Trading Name) is a company registered in the United Kingdom, as Chanodil Ltd with registration number. 11999422, having registered address at (Chanodil 6, Enterprise Centre, David Lane, Nottingham, England, NG6 0JU, United Kingdom.)

1.2. Seamless Source provides an online Platform with url: <https://seamlesssource.com> for fashion business owners to connect with each other and manage your related business activities with our platform.

1.3. The Seamless Source website facilitates the relationship between fashion business owners (users) as follows:

1.3.1 to identify and determine the products and services available to Users;

1.3.2 to connect users with potential requirements;

1.3.3 to publish and make available users' catalogues of products and services;

1.3.4 to facilitate the placing of orders of products or services by users; through confirming pricing of products, ensuring that an agreement is concluded for the delivery of the products and services between the two users (User to User Agreement);

1.3.5 to ensure that payment is facilitated between the Users safely through holding funds in Seamless Source business account until confirmation of completion of the transaction between the two users.

1.3.6 making payment on behalf of the user, out of the funds held in Seamless Source account, to the Service Provider on the Customer's instruction.

2. DEFINITIONS.

2.1. "Confidential Information" means all private, business or technical information of Seamless Source and/or the User, whether it is received, accessed or viewed by other Users in writing, visually, electronically or in any other way. Confidential Information includes, without limitation, individual identification and sensitive data, intellectual property, technical information, marketing and business plans, databases, prices, quotations, quotes, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential Customers or projects, techniques, inventions, discoveries, know-how and trade secrets. "Confidential Information" also includes all such business or technical information of any third party that is in the possession of Seamless Source or/and User. Notwithstanding the foregoing, any information disclosed by the User will be considered Confidential Information, only if such information is conspicuously designated as "Confidential" or "Proprietary" or would reasonably be regarded as being of a confidential nature, or if provided visually, is identified as confidential at the time of disclosure, or would reasonably be regarded as being of a confidential nature;

2.2 "Customer" means any registered User using the Website, to seek and receive products or services offered by the other user on the basis of design or idea/vision of a product/service;

2.3 "GDPR" means the General Data Protection Regulation 2016/679 as amended;

2.4 "Intellectual Property Rights" means including without limitation, information relating to the pricing of the products and services provided to the Customer under this Agreement, the Service Providers' products and services, operations, prospects, know-how, design rights, trade secrets, raw data information, client information, market opportunities and/or business affairs and any other information which ought reasonably to be regarded as confidential irrespective of how they were marked or provided;

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2.5 “Service Provider” means registered User using the Website to offer, discuss, render and sell free or paid services and products to Customers and other Users;

2.6 “Payment Method” means payment made with a valid payment card issued by a bank (Credit/Debit card), or other financial institution, who is authorised to issue payment cards as acceptable to Seamless Source, or any other method of payment which Seamless Source may accept from time to time in its sole discretion;

2.7 “Platform” means www.Seamless Source.com / <https://Seamless Source.com> and/or any of its sub-domains or syntax analogues and the tools and functions provided by the Website to manage information or interact with other Users of the Website, according to these Terms and Conditions, Additional agreements, their changes, updates and amendments;

2.8 “Service Fee” means the payment due to Seamless Source by a User / You for use of the Platform according to these Terms and Conditions, Additional Agreements, or their changes, amendments or updates. These fees may include but are not limited to Commission Fees, Service Fees or other fees applicable. All Service fee payments are **NON-REFUNDABLE and due immediately on sign-on irrespective of how the deal proceeds or if a dispute arises between the two users**;

2.9 “Seamless Source Payment System” means the Seamless Source designated payment system provided by third party provider, such as but not limited to “TransferWise”, “Stripe”, “PayPal”, “Payoneer”, connected to the Platform, and used by Users to make payments in accordance with the “User to User Agreements” and to pay Seamless Source Service and Commission Fees.

2.10 “User”, “You”, “Your” means any person, individual or legal entity, visiting and using the Website, Platform, their services and/or any of their subdomains;

2.11 “User to User Agreement” means an agreement between two users on price, performance, provision and receipt of product and/or services;

2.12 “User Content” means any information, text, images, video, visual data, posts, comments, revisions, or other information that Users provide, post, send, submit, display, distribute, disclose or any other way use and display on the Platform or/and Website;

2.13 “Website” means www.Seamless Source.com / <https://Seamless Source.com> and/or any of its sub-domains or syntax analogues;

3. TERMS OF USE.

3.1 The following terms and conditions govern all use of the Seamless Source website and all content, services and products available at or through the website (taken together, the Website). The Website is owned and operated by Seamless Source;

3.2 The Website is offered subject to Your acceptance without modification of any of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Seamless Source's Privacy Policy) and procedures that may be published from time to time on this website by Seamless Source (collectively, the "Agreement").

4. USERS - YOUR Seamless Source ACCOUNT AND PLATFORM /THE WEBSITE.

4.1 The Seamless Source Platform is an online web-based tool for Users (individuals, legal entities, brand owners or fashion freelance specialists) to provide their services, a means of communication and project management, in order to fulfil any stage of creation of products and/or services, starting from an idea or visualization to manufacturing of the final product;

4.2 Users may search for the appropriate services of Manufacturing or services offering; post design projects (any development stage – from idea to completely crafted design); discuss and accept Service Providers' offers and services; discuss and accept the "User to User Agreement" terms with the service provider and make payments via the Platform in accordance with the "User to User Agreement";

4.3 Service Providers may post information on services provided as well as production catalogues; view and discuss the orders with Customers; offer services to Customers; discuss and accept the "User to User Agreement" terms with the Customer and be paid according to the "User to User Agreement";

4.4 If You create an account on the Website, You are responsible for maintaining the security of Your account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the account;

4.5 A User Account created by You shall be confirmed only once documentation verifying your identity (as required by Seamless Source from time to time) is provided, which may include any documentation reasonably required by Seamless Source including images, video calls, credit references, bank statements, company information and the like;

4.6 You may not share a User Account with other persons or allow multiple/various Users to use Your User Account. You hereby agree that Seamless Source shall not be liable for any direct, indirect, punitive, incidental or consequential, actual, special, damages or any damages whatsoever arising from the Your failure to comply with this clause;

4.7 You have to notify Seamless Source immediately of any unauthorized use of Your User Account, Login or Password or any other violation of Your security;

4.8 You must not act in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Seamless Source may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Seamless Source liability;

4.9 Seamless Source will not be liable for any acts or omissions by You, including any damages of any kind incurred because of such acts or omissions;

4.10 Customers and Service Providers bear the risk of conducting adequate due diligence reviews on each other prior to entering into a User to User Agreement and Seamless Source accepts no responsibility for any contractual disputes or breaches which may result from User to User Agreements. This will include wrong orders, bad quality or anything else;

4.11 You hereby confirm that You are duly warned and informed that You may be at risk of dealing with persons acting in bad faith, malicious intent, fallacy, delusion, or fraud. Seamless Source cannot and is not liable or responsible for confirming and validating each User's identity, for lawfulness, accuracy, correctness, validity, reliability, and or completeness of any information provided by Users;

4.12 Customers and Service Providers may not engage in ANY TYPE OF COMMUNICATION OUTSIDE OF the Platform with each other. This includes but is not limited to e-mail, telephone, text messages, Whatsapp or any other means of communication. Any such direct communications will constitute a material breach of these terms allowing Seamless Source to cancel these terms, terminate their account and/or refuse them as users in future at its sole discretion. You are encouraged to advise Seamless Source immediately if the other party encourages such communications. Where Users elect to proceed with their transactions outside of the Seamless Source Platform nonetheless, Users will still remain liable for all fees due in terms of clause 7.3.

5. SERVICE PROVIDERS - RESPONSIBILITY OF CONTRIBUTORS.

5.1 If You post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (Content), You are entirely responsible for such Content and any harm resulting from that Content, regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software;

5.2 By making Content available, You represent and warrant that:

5.2.1 the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

5.2.2 if a third party has rights to intellectual property You make available by means of the Website, You must have:

5.2.2.1 received permission from such third party to post or make available the Content, (including but not limited to any software), or

5.2.2.2 secured from such third party a waiver as to all rights in or to the Content;

5.2.2.3 fully complied with any third-party licenses relating to the Content;

5.2.2.4 done all things necessary to successfully pass through to end users any required terms.

5.3 You shall also ensure that:

5.3.1 the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

5.3.2 the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

5.3.3 the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

5.3.4 the Content does not mislead anyone into thinking that You are another person or company.

5.4 By submitting Content to Seamless Source for inclusion in its website, You grant Seamless Source a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting Your services;

5.5 Without limiting any of those representations or warranties, Seamless Source has the right (though not the obligation) to, in Seamless Source's sole discretion (i) refuse or remove any content that, in Seamless Source's reasonable opinion, violates any Seamless Source policy or is in any way harmful or objectionable, or (ii) terminate or deny access to use of the Website to any individual or entity for any reason, in Seamless Source's sole discretion. Seamless Source will refund a Customer in line with its refund rights (less any amounts owing to Seamless Source), within 10 (ten) working days of receipt of such request.

5.6 Seamless Source shall conduct verification and due reference checks on You periodically. These checks may be made by requesting You to provide documentation or conduct interviews with Seamless Source or by monitoring your ratings on the website by Customers. If you do not cooperate with any requests which are required to perform this verification, your User account may be blocked by Seamless Source.

5.7 Seamless Source shall have the sole discretion to hold back payment to Service Providers for up to 30 days where such Service Providers have not been rated favourably, have no rating yet, all first time transactions on the Platform and/or where the order is of a large quantity (orders above £2,000.00), until Customers have confirmed that they are satisfied with the quality of the order, which the Service Provider accepts.

6. PAYMENT.

6.1 General Terms

By selecting a product or service, You agree to pay Seamless Source the Service Fees indicated (additional payment terms may be included in other/further communications).

6.2 Payment Methods

6.2.1 Card Payments:

6.2.1.1 You shall be required to make payment via a valid payment (Credit/Debit) card, issued by a bank, or other financial institution, who is authorised to issue payment cards and is acceptable to Seamless Source,

6.2.1.2 You may also make use of the Seamless Source Payment System as designated by Seamless Source from time to time; or

6.2.1.3 any other method of payment, may be accepted by Seamless Source in writing from time to time in its sole discretion;

6.2.1.4 Payments are not refundable.

6.3 Payments by Customers and to Service Providers

6.3.1 Service Providers shall ensure that quotations for services are as near accurate as possible when included in the User to User Agreement;

6.3.2 The Customer is to pay the sum quoted in the Proposal Agreement, in accordance with the Seamless Source Payment Methods set out in clause 6;

6.3.3 Seamless Source will not be held accountable to Users for any delays and similarly will not apply any discounts to payment to Service Providers for such delays or defects of any nature in orders;

6.3.4 Service Providers shall not begin to render any services until it is confirmed that the full amount required from a Customer has been paid into the Seamless Source account;

6.3.5 A Service Provider should ensure that it grants reasonable rights of return and

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warranty in line with current laws in the territory of the United Kingdom and accepted trade practice in the industry, taking into account the unique nature of the orders however.

6.3.6 Where it becomes apparent that an adjustment in the initial quotation for services is required, such adjustment will be made by **notifying Seamless Source thereof and where there is a shortfall in the amount paid by the Customer, the Customer shall immediately pay such additional amount into the Seamless Source account;**

6.3.7 Once an Invoice is raised and paid by the Customer via the Seamless Source Platform, Seamless Source is eligible to deduct its fee from the amount and will, within 5 (five) banking days.

6.3.8 The balance remaining in the Seamless Source account shall be paid to the Service Provider within 10 (ten) banking days from the day a Customer has authorised the payment on the Seamless Source system.

6.3.9 In the event that the Service Provider requests payment and the Customer is advised by Seamless Source of such request, but ignores and/or omits to give an instruction of payment to Seamless Source or otherwise within 7 (seven) days of such request, Seamless Source shall have the right to release payment to the value of the Service Provider's request to the Service Provider, without any liability to the Customer.

7. FEES.

In consideration of the Platform services provided by Seamless Source, Users shall pay Seamless Source Service fees and Commissions (as the case requires), according to the rates and terms listed in herein and or as in Additional Agreement:

7.1 Service Fees:

7.1.1 Service fees shall be charged at the rate quoted on sign-up;

7.1.2 Seamless Source reserves the right to change the terms related to the rates and application of Service Fees at any time.

7.1.3 All Service fees payments are NON-REFUNDABLE and will be a first charge against any monies held in Seamless Source account.

7.1.4 Service fees shall include all state, and/or other governmental sales, goods and services, value-added, harmonized or other taxes, fees or charges applied to Seamless Source.

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7.2 Commissions

In addition to Service fees, Service Providers may be required to pay Seamless Source a Commission fee, according to terms and conditions of the “Additional Agreement for Service Providers”.

7.3 By using the Platform and the Website, You acknowledge and warrant, that in the case **where an amount received to the Seamless Source Payment System is less than the Total Net price defined in the Invoice or “User to User Agreement” (Proposal, accepted by the Customer), or in case of unilateral or bilateral violation of payment terms, defined in the Terms and Conditions by You and/or the Service Provider, You are responsible and liable for paying any shortfall.**

8. DISPUTES BETWEEN USERS.

8.1 If requested by either the Customer or the Service Provider, Seamless Source may exercise its discretion in assisting and consulting with Users in resolving any disputes between Users where both Users agree to involve Seamless Source in the dispute resolution process. Any involvement by Seamless Source is purely in an attempt to assist Parties.

8.2 On notification of a dispute, Seamless Source may request Users involved in the dispute to provide supporting documents. Seamless Source will not be in any way be liable for documentation which is not authentic, accurate, up to date, complete and lawful.

8.3 The Users will be required to acknowledge their understanding and agreement, that Seamless Source is not a judicial or arbitration institution and will provide assistance only in an effort to facilitate resolution of the dispute. Its determinations will not be binding on the parties.

8.4 If You involve Seamless Source to settle any dispute with another User, Seamless Source is not and will not be liable for any special, direct, indirect, exemplary, punitive, incidental or consequential damages or any damages whatsoever, including, but not limited to loss of profit, which may arise in connection with any opinion, decision, assistance etc, given to You by Seamless Source.

8.5 No information or advice provided by Seamless Source and its representatives, including, without limitation Seamless Source’s directors, members of the board, shareholders, officers, employees, agents, authorised persons and (sub) contractors, whether directly or indirectly, will constitute personal, legal or financial advice or create a warranty, condition or representation of any kind with respect to this Website or the Platform or its services found at this Website. You should consult an appropriate professional advisor.

9. COPYRIGHT INFRINGEMENT AND DMCA POLICY.

9.1 As Seamless Source asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If You believe that material located on or linked to by Seamless Source violates Your copyright, You are encouraged to notify Seamless Source in

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accordance with Seamless Source's Digital Millennium Copyright Act ("DMCA") Policy. Seamless Source will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

9.2 Seamless Source will terminate a User's access to and use of the Website if, under appropriate circumstances, the User is determined to be a repeat infringer of the copyrights or other intellectual property rights of Seamless Source or others in Seamless Source's sole discretion.

9.3 In the case of such termination, Seamless Source will have no obligation to provide a refund of any amounts previously paid to Seamless Source.

10. INTELLECTUAL PROPERTY.

This Agreement does not transfer from Seamless Source to You any Seamless Source or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Seamless Source. The Seamless Source logo, and all other trademarks, service marks, graphics and logos used in connection with Seamless Source, or the website are trademarks or registered trademarks of Seamless Source or Seamless Source's licensors. Other trademarks, service marks, graphics and logos used in connection with the website may be the trademarks of other third parties. Your use of the website grants You no right or license to reproduce or otherwise use any Seamless Source or third-party trademarks.

11. AMENDMENTS.

11.1 Seamless Source reserves the right, at its sole discretion, to modify or replace any part of this Agreement. **It is Your responsibility to check this Agreement periodically for changes.** Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes.

11.2 Seamless Source may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

12. TERMINATION.

12.1 Seamless Source may terminate Your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If You wish to terminate this Agreement or Your Seamless Source account (if You have one), You may simply discontinue using the Website.

12.2 Notwithstanding the above, if You have entered into a User to User Agreement, such account will only be terminated by Seamless Source if You have paid the fees in terms of this agreement.

12.3 If you terminate the User to User agreement for any reason, **Your obligations in terms of this agreement shall not automatically be discharged. You will still be liable to pay Seamless Source's Service and other Fees** depending on the reasons for the termination of the User to User Agreement. You shall therefore notify Seamless Source in writing of such termination, setting out the reasons therefore.

12.4 All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. DISCLAIMER OF WARRANTIES.

13.1 Seamless Source is not the owner, holder or distributor of any products or services created or rendered by the Users of the Platform. Seamless Source does not represent either the Service Provider or Customer in specific Users transactions ("User to User Agreements").

13.2 Seamless Source does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered by Users on the Website or the ability of the Users to complete an order, Services, Proposal and/or payments.

13.3 The Website is provided "as is". Seamless Source and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

13.4 Neither Seamless Source nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted.

13.5 You understand that You download from, or otherwise obtain content or transact through, the Website at Your own discretion and risk.

14. LIMITATION OF LIABILITY.

14.1 Seamless Source shall not be held responsible for any breaches of User to User Agreements, including, but not limited with unsatisfactory quality, defects, delays, wrong calculations, violation of warranty, and any violation of copyright, intellectual property etc.

14.2 Seamless Source does not introduce Users to each other and does not participate in concluding User to User Agreements. Users select to transact with each other without any intervention, inducement or encouragement from Seamless Source and do so at their own risk;

14.3 Seamless Source in its sole discretion may develop and provide Website and Platform updates, upgrades, bug fixes or patches or error corrections. Such changes may result in modification or deletion of certain features, data or functionality. With any of such changes and updates Seamless Source does not guarantee to maintain, keep or update particular

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functions or functionality of the Website and the Platform. Seamless Source reserves the right to update, remove, suspend or discontinue provision of its services and provision of availability to the Website without notice. Seamless Source will not be held liable for any of such cases and their results.

14.4 In case of technical glitches, disruption of Platform service or any other cases where normal use of the Platform is not possible, for whatever reason, **Seamless Source is not and will not be liable for any losses of whatsoever nature suffered by a User as a result of Platform service disruption.**

14.5 In no event will Seamless Source, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for:

14.5.1 any special, incidental or consequential damages;

14.5.2 the cost of procurement for substitute products or services;

14.5.3 for interruption of use or loss or corruption of data; or

14.5.4 for any amounts that exceed the fees paid by You to Seamless Source under this agreement prior to the cause of action.

14.5.5 Seamless Source shall have no liability for any failure or delay due to matters beyond their reasonable control.

14.6 The above shall not apply to the extent prohibited by applicable law.

15. GENERAL REPRESENTATION AND WARRANTY.

15.1 You represent and warrant that:

15.1.1 Your use of the Website will be in strict accordance with the Seamless Source Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in Your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which You reside) and

15.1.2 Your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

16. INDEMNIFICATION.

You agree to indemnify and hold harmless Seamless Source, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all

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claims and expenses, including attorneys' fees, arising out of Your use of the Website, including but not limited to Your violation of this Agreement.

17. MISCELLANEOUS.

17.1 This Agreement constitutes the entire agreement between Seamless Source and You concerning the subject matter hereof and may only be modified by a written amendment signed by an authorised executive of Seamless Source, or by the posting by Seamless Source of a revised version;

17.2 Except to the extent applicable, if any law provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of England and Wales, excluding its conflict of law provisions;

17.3 The proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Nottingham, UK;

17.4 Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules.

17.5 The arbitration shall take place in Nottingham, UK, in the English language and the arbitral decision may be enforced in any court.

17.6 The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

17.7 If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

17.8 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof;

17.9 You may not assign Your rights under this Agreement to any party. Seamless Source may assign its rights under this Agreement without condition;

17.10 All content processed through the Seamless Source Website is monitored by us. Your personal information may be stored by us for use by third parties. Seamless Source is a data controller for purposes of the GDPR.

17.11 Neither we nor any third parties provide any warranty or guarantee as to the accuracy,

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timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any purpose.

17.12 You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

17.13 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

17.14 Seamless Source protects the privacy of Users' personal data and information. You are required to read Seamless Source Privacy Policy and Cookies Policy, which sets out Seamless Source's policies and procedures regarding the collection, use and disclosure of personal information received from Users. By using this Website and the Platform, You unconditionally agree to the processing, regulations and rules described therein and You warrant that all data provided by You is true, complete, accurate and up-to-date. You are responsible for maintaining and promptly updating User Account and User Profile information;

17.15 This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

ADDITIONAL AGREEMENT FOR MANUFACTURERS AND SUPPLIERS

Effective date: 16.05.2019

1. When You are acting/using the Platform as Manufacturer or Supplier, additionally to terms, conditions and provisions set forth in Terms and Conditions (hereinafter referred to as – Terms and Conditions), there are certain rules set forth in this Additional Agreement that You need to accept, respect and follow.

2. In case of any conflict or inconsistency between Terms and Conditions and this Additional Agreement, the Terms and Conditions will prevail. If this Additional Agreement does not specify otherwise, it is subjected to all provisions defined in Terms and Conditions.

3. The Definitions, used in this Additional Agreement are set forth in Terms and Conditions.

4. In addition to Your obligations, authorizations, and warranties set forth in Terms and Conditions, other Additional Agreements and their amendments, changes and updates, as Manufacturer, You confirm, acknowledge, represent, agree and warrant that YOU SHOULD AND WILL comply with and fulfil all the provisions, defined in this ADDITIONAL AGREEMENT.

5. As it is set forth in Terms and Conditions ("USER TO USER AGREEMENTS"):

5.1. The Platform provides Users with an utility for conclusion of simple “User to User Agreement” (hereinafter referred to as - “General User to User Agreement”), which consists of (1) Manufacturers (hereinafter within this Additional Agreement referred to also as -You, Your) Proposal on the price of services and products, ordered to the Customer, payment deadlines and simple delivery terms, proof of completion You are going to present upon presenting the result of the rendered service or produced product and (2) Customers’ Accept to such Proposal. Users are strongly recommended, additionally to “General User to User Agreement”, to enter into agreements on terms and conditions of performance of services and/or manufacturing of the products, delivery terms, return rights, confidentiality, non-disclosure, warranty terms, intellectual property rights etc.) (Hereinafter - referred to as “Additional User to User Agreements”, but together “General User to User Agreement” and Additional User to User Agreement”- “User to User Agreement”) to avoid any possible disputes concerning the performance of Users general obligations according to “General User to User Agreement”.

5.2. Price per unit, Price excluding VAT (hereinafter referred to as – Total Net Price), VAT rate and the amount and Total Price including VAT (hereinafter referred to as – Total Gross Price) should be precisely defined in Your Proposal/ “User to User Agreement”. Total Net Price includes all the taxes and fees (except VAT, which must be indicated separately, as set forth in Article 5.3.), applicable to You and Your services and products, as well as include all additional expenses, including, but not limited to transportation, delivery, work and material expenses, warranty service expenses and other expenses, related to proper and complete execution of the Customers order and “User to User Agreements”.

5.3. The following provisions are obligatory to any “User to User Agreement”:

- 1) VAT needs to be indicated;
- 2) In case, if Customer is a Consumer, that is an individual person- who purchases goods and services for personal use, subjected to Consumer protection law- all products are subject to a 14 day returns period;
- 3) All the payments according to “User to User Agreements” must be settled via Seamless Source Payment System.

5.4. As Manufacturer, You must not claim any Intellectual Property Rights for or considering the product or service, provided by You on the basis of “User to User Agreement”, unless the opposite is agreed separately in written in such a “User to User Agreement”. Your work fulfilled and/or service provided and/or the product manufactured on the basis of Customers order and “User to User Agreement” shall become the property of the Customer, who is irrevocably considered to be the Author of the work, service and/or product. You should not use, display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, and otherwise

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violate Customers' Intellectual Property Rights on such service and/or work result and/or product. You retain no rights to use, and will not challenge the validity of Customers ownership in such Intellectual Property Rights. You hereby waive any moral and financial rights to such property, the disclosure and withdrawal of his rights under applicable law to the result of the rendered service or produced product.

5.5. As a Manufacturer, you understand and confirm that Seamless Source may hold Customer funds paid into the Seamless Source payment system and not release them to you immediately in the following cases:

5.5.1. Active disputes with a Customer or Customers in regards to unsatisfactory quality, defects, delays, wrong calculations, violation of warranty, and any violation of copyright, intellectual property etc. In such cases Seamless Source may hold the funds for up to 30 days from the date of payment received or until the dispute is not mutually resolved.

5.5.2. In cases where a Customer placed a first-time order for services with you as a Manufacturer for a total amount exceeding £120,- but prior did not receive a sample/prototype physically from you to verify and confirm the quality and make of the service. In such cases Seamless Source may hold the funds for up to 30 days from the date of payment received or until the Customer received the product of your services and confirmed the services rendered are satisfactory.

5.5.3. In cases where your Manufacturer profile rating is absent or is less than a mark of 3 (out of 5). In such cases Seamless Source may hold the funds for up to 30 days from the date of payment received or until the Customer received the product of your services and confirmed the services rendered are satisfactory.

5.5.4. In cases where Seamless Source holds funds due to reasons mentioned in 5.5.1.-5.5.3. cannot serve as a reason for you as a Manufacturer not to render the ordered services to the Customers that entered into a "User to User Agreement" with you.

6. You irrevocably, perpetually and unconditionally agree and authorize Seamless Source to receive the payments for Your services and products from the Customers in/via Seamless Source Payment System and Seamless Source may charge applicable Service and Commission fees, set forth in this Additional Agreement, Terms and Conditions, Additional agreements, their amendments, updates and changes, and other debts, and amounts You owe to Seamless Source, from any payment amount, You transfer or receive via Seamless Source Payment System.

7. As Manufacturer, You confirm and agree to pay applicable Seamless Source Commission fees, according to the rates and terms listed in this Additional agreement in cases such

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Commission fees apply. **The current Commission Fees for Manufacturers is visible at system when you enter your cost.**

7.1. You irrevocably, perpetually and unconditionally agree and authorize Seamless Source to charge applicable Service and Commission fees from any payment amount, Customer transfers to You via Seamless Source Payment System. Irresistibly from this authorization, You are responsible and liable for the full and timely payment of Service, Commission fees or any other debt or amount You owe to Seamless Source.

7.2. In any case, excluding if You prove the contrary by submitting the Seamless Source legal, objective and written evidence, Seamless Source will consider that the final Total Net price of the "User to User Agreement" viewed or accepted by the customer is the largest amount from the generated Invoice – The Total Net price of "User to User Agreement" or the amount (excluding VAT proportionally to the VAT rate in Your Proposal), Customer has paid to You via the Platform and/or Seamless Source Payment System.

8. You understand and confirm, that by authorizing Seamless Source to receive the payments for Your Services via Seamless Source Payment System, You agree that the payment execution date, is the date, when the payment amount is credited to the Seamless Source Payment System. You warrant that the You will not violate the terms and conditions of Your "User to User Agreement" due to postponed payment transfer to You from Seamless Source Payment System. In case the terms of Your services or delivery terms are subjected to the terms of Customer payment, You confirm, acknowledge, represent, agree and warrant that the terms (deadlines) of services and delivery You have defined in Your Proposal and "User to User Agreement" are harmonized and comply with the actual receive of the payment.

9. Additional fees may be applied to You, as Manufacturer, according to the appropriate section of Terms and Conditions or other Additional Agreements.

10. The last changes, amendments and updates to this Additional Agreement are displayed at the beginning of the document as "Effective Date" and Seamless Source retains the right to change or update this Additional Agreement, when required and as Seamless Source sees fit. Seamless Source is not required to inform You of any changes in its Additional Agreement, personally or separately but may do so electronically using the email address You provided during sing up in cases You see fit.

11. For any designer, brand, buyer or business Seamless Source introduced to you, as manufacturer, you will need to communicate and continue the business via Seamless Source platform. If you, as manufacturer, want to work directly with any of Seamless Source introduced business, you will have to pay Seamless Source one off £ 5,000.00 payment and 12% of service fee for each new order you are manufacturing or suppling or any service you are offering for next 5 years from the date of you are starting to work with customer directly. This new business process needs to inform Seamless Source in written prior to execution.

12. You signify and confirm Your agreement with and understanding of this Additional Agreement, by continue using of the platform.

13. If You do not agree with this Additional Agreement, You must stop the use of the Website and Platform immediately. Continued use of the Website and Platform shall clearly mean Your acceptance of this Additional Agreement.

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Seamless Source POLICY AND PRONOUNCEMENT ON INTELLECTUAL PROPERTY RIGHT

Effective date: 16.05.2019

Chanodil Ltd – Trading as Seamless Source (a company registered in the United Kingdom, Registration Nr. 11999422, Registered office address: Chanodil 6, Enterprise Centre, David Lane, Nottingham, England, NG6 0JU, United Kingdom).

Seamless Source respects and strictly observes all the regulations and legal provisions related to the protection of intellectual property rights.

Seamless Source is the sole owner or lawful licensee of all the rights and interests in the Website, Platform and their services, and content, except for User Content, displayed on this Website.

Any unauthorized use of Seamless Source Intellectual property, including, without limitation, patents, trademarks, service marks, logos, designs, or any other branded features without the prior written permission of Seamless Source is strictly prohibited. If you violate Seamless Source Intellectual property rights, you will be ordered to immediately stop such illegal activity and you will be liable to Seamless Source for any and all damages which may incur as a result of your violation.

Seamless Source declares zero tolerance policy to its Users who infringe the Intellectual Property Rights and expects the same of all Users and other persons, who use or visit the Website and the Platform www.seamlesssource.com

Any unauthorized copying, publication, reproduction or distribution of Third Party Intellectual Property is a violation of the Intellectual property right owners' rights and is therefore prohibited and is the subject to penalties, preventive and punitive actions against Users-offenders, according to Terms and Conditions of use of the Platform and Website.

Still Seamless Source does not represent or warrant that the User Content, User offers, proposals, User services and production offered or displayed, and any and all Users' materials, data, images, video, projects and other information submitted, send or posted on or via the Website or Platform does not violate any third-party rights, including Intellectual property rights, and Seamless Source makes no representations or warranties of any kind concerning any publication, post, information, product or service offered or displayed on the Website.

In respect that Platform, as a tool of communication and project management is used by unlimited number of Users, Seamless Source is not able to and does not review all the User Content, information and other data, Users post, send, submit, share on or via Platform and Website. Therefore, until You have announced a violation/ of Your Intellectual property rights, Seamless Source may simply not know about it. Still, in accordance with Terms and Conditions about the use of the Platform and Website,

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1) Any violation of Intellectual property rights is prohibited and is the subject to liability.

2) any User who noticed the violation of Intellectual property right is obliged to report it to Seamless Source. In case of breach of such regulation, User, may be considered as an accomplice of such a violation.

If you, as a rightful and true Intellectual property right owner, believe, that any materials, data, images, video, projects, information or other User Content, posted, send or submitted via or on the Platform or Website violates Your Intellectual property right, you should immediately inform Seamless Source Service via e-mail info@seamlesssource.com or by contact support on the website.

You should specify the type of violation in Your claim/application and describe it so, that Seamless Source assuredly understands the essence of the problem. Please notice, that You should append and provide Seamless Source with any information, links, publication or other proof, that doubtlessly confirms Your intellectual property rights.

Seamless Source will carefully and objectively check your complaint within 30 (thirty) bank days, and inform You about a decision and actions taken.

COMPANY NAME:

Signature:

Name:

Title:

Date:

Seamless Source

Signature:



Name: Chathura Sudharshan

Title: CEO

Date: Thursday, 16th May 2019

CODE OF CONDUCT FOR MANUFACTURERS AND SUPPLIERS OF Seamless Source

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1. Introduction:

The Code of Conduct is the minimum standard that all of Seamless Source (Seamless Source) factories, suppliers, licensees, partners and agents must meet. Suppliers must ensure these standards are implemented within their own operations and throughout their supply chain as a safeguard to their workers and the environment. As such, all of Seamless Source Suppliers are strictly required to adhere to the Code.

2. No Forced Labour:

Seamless Source shall not allow any form of forced or involuntary labour among their manufacturers or suppliers. Workers are not required to lodge 'deposits' or their identity papers in order to gain employment and are free to leave employment with reasonable notice. (Governed by Conventions 29 and 105 of International Labour Organization (ILO). Suppliers shall not engage in or support human trafficking.

3. Freedom of association and collective bargaining:

Employees have the right to join or form trade unions of their own choosing and to bargain collectively. The Supplier will adopt an open attitude towards the activities of unions and their organisational activities. Worker representatives will not be discriminated against and will have access to carry out their representative functions in the workplace. Where the

rights to such unions are restricted under law, the Supplier will not hinder the development of alternate organisations for free association and bargaining. Where the rights to Freedom of Association and Collective Bargaining are restricted under law, the appropriate channels to ensure a reasonable and independent exercise of such rights must be designed according to ILO Conventions 87,98 and 135. The Supplier shall effectively communicate this right to workers.

4. Safe and Hygienic working conditions:

Manufacturers and suppliers shall provide a safe and healthy workplace to their employees, ensuring minimum conditions of light, ventilation, hygiene, fire prevention, safety measures and access to a drinking water supply. Workers shall have access to clean toilets facilities and drinking water. Where necessary, facilities for food storage shall be provided. Accommodation, where provided, shall be clean and safe. Manufacturers and suppliers shall take the required steps to prevent accidents and injuries to health of their workers, by minimizing as much as possible the risks inherent to work.

Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. The Supplier shall appoint a senior management representative to be responsible for ensuring a safe and healthy environment for all workers and for implementing the health and safety elements of this standard, and establish systems to detect avoid or respond to these

The Supplier shall provide, at its own expense, appropriate personal protective equipment to its workers and provide first aid training required by local law. Suppliers shall assist the worker in obtaining follow-up medical treatment following any work-related injury.

The Supplier shall assess all the risks to new and expectant mothers arising out of their work activity and to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety.

All Workers shall have the right to remove themselves from imminent serious danger without seeking permission from the Supplier.

5. Living wages are paid:

Wages and benefits will meet the minimum national legal standards or industry benchmark standards, whichever is higher. Wages shall always be enough to meet basic needs and to provide some discretionary income. All employees will be provided with written information about their employment conditions and wages before they enter employment and about the particulars of their wages for the pay period concerned each time they are paid. Deductions from wages as a disciplinary measure are not permitted. All disciplinary measures should be recorded.

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Manufacturers and suppliers shall also ensure that wages and any other allowances or benefits are paid on time and are rendered in full compliance with all applicable laws and specifically, that payments are made in the manner that best suits the workers this will be governed by ILO conventions 26 and 131.

6. Working hours are not excessive:

Manufacturers and suppliers shall adjust the length of the working day to the provisions of the applicable laws or of the collective bargain agreement applicable for the sector in question, if the latter affords greater protection for the workers. Manufacturers and suppliers shall not require their employees to work, as a rule of thumb, in excess of 48 hours a week and workers shall be granted at least one day off for every 7-calendar day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week. It shall not be demanded on a regular basis and shall always be compensated at a premium rate.

7. No Discrimination:

There will be no discrimination in hiring, treatment, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, social origin, religion, age, disability, gender, gender identity, marital status, sexual orientation, birth, family responsibilities, social union membership or political affiliation. The Supplier shall not allow any behaviour that is threatening, abusive, exploitative, or sexually coercive including gestures, language, and physical contact, in the workplace and where applicable, in residences and other facilities provided by the company for use by personnel.

8. No Child Labour:

Manufacturers and suppliers shall not employ minors. Seamless Source defines minors as those persons who have not yet reached their 16th birthday. In cases where local legislation stipulates a higher minimum age, the higher limit shall apply. Persons with the ages between of 16 and 18 years will be considered young workers. Young workers shall not work during night hours or in hazardous conditions.

9. Regular employment:

Work performed must be on a basis of a recognised working relationship established through national law. Obligations to workers shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.

10. Traceability of production:

Manufacturers and suppliers shall not assign any work to third parties without the prior written authorization of Seamless Source. Those who outsource any work shall be responsible for the enforcement of the Code by these third parties and their employees.

- a. Home workers and Subcontractors: Likewise, Manufacturers and suppliers shall apply the principles of this Code to any homemaker involved in their supply chain, and shall give transparency to the location and working conditions of said homeworkers.

11. Harsh or in humane treatment is not allowed:

There will be no exploitation of workers. This includes employing workers through dishonesty, the treatment of the worker whilst employed and the right to be free from oppressive treatment once the employment has been terminated. Physical, sexual, mental or verbal abuse is prohibited. As is the threat of any kind of abuse or other forms of intimidation.

12. Migrants Legally employed:

Migrant workers must be employed in accordance with the immigration and labour laws of the country of manufacture. The Supplier must have effective systems in place to verify the worker's entitlement to work and their status in the country of manufacture. The Supplier must hold copies of documentation which verifies that the migrant worker can be legally employed. The migrant workers' right to freedom of movement and communications must not be interfered with and all original documentation necessary to exercise these rights must be left in the possession of the migrant worker.

13. Modern Slavery:

Seamless Source condemns the practice of Modern Slavery. The Supplier is required to ensure that all reasonable efforts are employed to eliminate Modern Slavery and deceptive practices in the recruitment of workers in their operations, in their subcontractors and within their supply chains including raw material producers. If the Supplier becomes aware of slavery within their supply chain, it must notify Seamless Source immediately and comply with the remediation obligations set out Section 20.

The Supplier should make provisions to accommodate for individuals who are particularly vulnerable to these practices. This includes, but is not limited to; women, migrants and minorities.

14. Environmental Protection:

Seamless Source is committed to reducing our environmental impact. The Supplier should consider their environmental performance and procedures to minimise any negative impact on the environment, community and natural resources. The Supplier must operate with regard to national laws, regulations, administrative practices and policies relating to the preservation of the environment. All relevant international agreements, principles and standards in relation to the environment must be complied with. This includes, but is not limited to, the reduction and management of: greenhouse gas emissions, water consumption, waterborne effluent, chemicals, industrial waste and the use of non-renewable resources. The Supplier must provide relevant data if requested to do so by Seamless Source.

15. Transparency:

Manufacturers and suppliers shall carry out their activities in an honest, upright and transparent way, keeping for these purposes an appropriate accounting records system that facilitates the traceability of their decisions, as a preventive measure versus any type of corruption, bribe and extortion that might arise. Manufacturers and suppliers shall not offer, grant, request or accept any gifts or donations to/from Seamless Source employee's

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customers which might infringe the provisions of the "Seamless Source Code of Conduct and Responsible Practices". Manufacturers and suppliers shall not manipulate or influence their workers, nor shall they forge any files or records in order to alter the verification process regarding compliance with this Code. Manufacturers and suppliers shall neither offer nor accept remuneration of any kind which seeks, or may be perceived to seek, to affect the impartial judgment or the objectivity of such parties appointed by Seamless Source to carry out inspections and compliance audits in connection with this Code.

16. Confidentiality of Information:

Manufacturers and suppliers shall preserve the integrity and confidentiality of the information they may receive as a consequence of their commercial relationship with Seamless Source. The obligation of confidentiality will remain once the relation with Seamless Source is terminated and it will include the obligation to return any material related to the company held by the manufacturer or supplier.

17. Code of Implementation:

Manufacturers and suppliers shall implement and maintain programmes to set in motion this Code. They shall appoint a senior member of management who shall be responsible for the implementation and enforcement of this Code. Manufacturers and suppliers shall communicate the Code to all employees and those in any way involved in the Seamless Source Supply Chain. A copy of the Code, translated into the local language, shall be displayed in accessible locations to all workers.

18. Reference to National Legislation, Conventions and Agreements:

The provisions of this Code constitute only minimum standards. Should national regulations or any other applicable Law or any other commitments undertaken or applicable, including collective bargaining agreements, govern the same issue, the provision which offers greater protection for workers shall apply. Seamless Source assumes, as part of its internal norms, the content of national and international Agreements and Conventions to which it has adhered, and that they are applied in its relationship with manufacturers and suppliers, committing to their promotion and compliance.

19. Verification of Compliance:

Manufacturers and suppliers shall authorize Seamless Source and/or any third parties the former might appoint, to monitor the appropriate enforcement of the Code. For these purposes, they shall provide the required means and the appropriate access to the facilities and documentation required to ensure this verification.

20. Remediation:

If the Supplier becomes aware of a breach of the Code, in any part of the supply chain, the Supplier must immediately notify Seamless Source and disclose any details that are deemed necessary by Seamless Source in order to accurately assess the problem. The Supplier will co-operate with Seamless Source and implement all measures necessary in order to resolve the issue at their own expense. Seamless Source reserves the right to terminate or blacklist any Supplier in breach of this Code.

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21. Whistle Blowing Channel:

In order to ensure the enforcement of the Code of Conduct for Manufacturers and Suppliers, the Committee of Ethics can act at its own initiative or following a formal complaint made in good faith by a manufacturer, supplier or other interested third party that might have any direct relationship or commercial or professional interest with Seamless Source. To this end, any notices given pursuant to the provisions of this Code, either reports of any breach or enquiries regarding the Code's interpretation or application can be addressed directly to the Committee of Ethics via:

Address: Chanodil 6, Enterprise Centre, David Lane, Nottingham, England, NG6 0JU, United Kingdom, Email: info@seamlesssource.com

COMPANY NAME:

Signature:

Name:

Title:

Date:

Seamless Source

Signature:



Name: Chathura Sudharshan

Title: CEO

Date: Thursday, 16th May 2019