

MATTR — FLOW-DOWN TERMS AND CONDITIONS

The Parties agree that when FrankieOne enters into agreements with its clients (each a **Client**) for services or software that incorporate technology licensed from MATTR Trading Australia Pty Ltd and/or its related companies and licensors, including MATTR Limited (together, **MATTR**), FrankieOne shall incorporate the terms contained herein.

For the purposes of these Flow-Down Terms:

MATTR-Enabled Services means the digital credential issuance, holding and/or verification capabilities provided by MATTR, as integrated into software and services owned and operated by FrankieOne and supplied to the Client;

End User means any individual who directly or indirectly uses, accesses or benefits from the MATTR-Enabled Services, including any holder or verifier of a digital credential processed via the MATTR-Enabled Services; and

App means any mobile or desktop application made available to End Users that embeds MATTR software development kits.

1. General

- 1.1 The MATTR-Enabled Services include capabilities for the issuance, holding and verification of verifiable digital credentials of or relating to End Users, as integrated into the software owned and operated by FrankieOne.
- 1.2 These Flow-Down Terms apply in addition to, and do not limit, the terms of the agreement between FrankieOne and the Client (the **Client Agreement**). To the extent of any inconsistency between these Flow-Down Terms and the Client Agreement in relation to the MATTR-Enabled Services, these Flow-Down Terms prevail.

2. Licence Grant and Restrictions

- 2.1 The Client is granted a limited, revocable, non-exclusive, non-transferable licence (without the right to sublicense) for the term of the Client Agreement to access and use the MATTR-Enabled Services solely in accordance with the Client Agreement and applicable documentation. The Client obtains no other rights in the MATTR-Enabled Services or in any intellectual property of MATTR.
- 2.2 The Client shall not, nor shall it permit, assist or encourage any third party to:
 - (a) modify, distribute, alter, tamper with, repair, translate or otherwise create derivative works of the MATTR-Enabled Services or any content included in them (except to the extent expressly permitted under a separate licence);
 - (b) reverse engineer, decompile or disassemble the MATTR-Enabled Services, or apply any other process or procedure to derive the source code of any software included in the MATTR-Enabled Services, except to the extent applicable law does not allow this restriction;
 - (c) access or use the MATTR-Enabled Services in a way intended to avoid incurring fees or to bypass usage limits, restrictions or quotas;
 - (d) resell, sublicense, lease, rent, loan or otherwise make available the MATTR-Enabled Services to any third party, except to the extent expressly permitted in the Client Agreement; or
 - (e) remove, obscure or alter any copyright notices, trademarks or other proprietary rights notices of MATTR affixed to or contained within the MATTR-Enabled Services.

3. Access Credentials

- 3.1 If the MATTR-Enabled Services involve the use of access credentials (such as passwords, private keys, API keys or other secrets), whether supplied by FrankieOne or by the Client, the Client is

responsible for protecting those credentials against unauthorised use or disclosure and must not sell, share, transfer or sub-license them, except that the Client may disclose credentials to its personnel performing work on its behalf.

4. Data Processing, Region and End User Consents

- 4.1 Content and personal information processed through the MATTR-Enabled Services will primarily be stored and processed in Australia. The Client acknowledges and agrees that certain information may be transferred to, and processed in, other locations, including by MATTR's personnel, service providers and data sub-processors, for purposes such as providing and supporting the services, incident management, log processing and management, operational analytics, security and vulnerability management, billing and account administration.
- 4.2 The Client must comply with all applicable data protection and privacy laws in connection with its use of the MATTR-Enabled Services, including by:
 - (a) making available to each category of End User all required information about how their personal information will be collected, used, stored, transferred, processed and/or disclosed; and
 - (b) obtaining any required End User consents for the collection, use, storage, transfer, processing and disclosure of personal information, sensitive information or special category data (as those terms are defined in applicable data protection and privacy laws).
- 4.3 The Client must keep proper records of all notices given and consents obtained under this section and provide evidence of them promptly on request.

5. Sandbox and Non-Production Environments

- 5.1 If a sandbox, demonstration, prototype or evaluation environment is made available to the Client as part of the MATTR-Enabled Services, the Client may enter only dummy or test data into that environment and may use it solely to evaluate the capabilities of the services in a non-production context. The Client warrants that no data entered into any such environment by it or its personnel is, or is likely to constitute, personal information or confidential information.

6. Acceptable Use

- 6.1 The Client must not, and must ensure that its personnel and End Users do not, use the MATTR-Enabled Services in any manner or for any purpose other than as expressly permitted by the Client Agreement. Without limitation, the Client must not use, or encourage, promote, facilitate or instruct others to use, the MATTR-Enabled Services:
 - (a) in a manner that is illegal, harmful, fraudulent, offensive or that infringes the rights of any person, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive;
 - (b) to host or distribute any content or other computer technology that may damage, interfere with, surreptitiously intercept or expropriate any communication, network, system, software application or computing device or data (including viruses, trojan horses, worms, time bombs, cancelbots and other malware);
 - (c) to threaten, attempt or engage in conduct that would violate the security or integrity of, or otherwise gain unauthorised access to, any communication, network, system, software application or computing device or data; or
 - (d) to interfere with, pose a security risk to, or adversely impact the systems, services, materials or sites of MATTR or FrankieOne or their other customers, including by making unauthorised network connections, monitoring or crawling in a way that impairs or disrupts systems, denial-of-service attacks, or using any means to avoid usage limitations and restrictions.
- 6.2 Suspected violations of this section may be investigated, and suspected unlawful activity may be reported to law enforcement officials, regulators or other appropriate third parties.

7. Suspension

- 7.1 The Client's right to access or use the MATTR-Enabled Services may be suspended immediately on notice to the extent it is determined that: (a) the Client's or any End User's use breaches these Flow-Down Terms (including section 6) or could subject FrankieOne, MATTR or any third party to liability; (b) such use is or could be fraudulent; or (c) the Client is in breach of the Client Agreement, including its payment obligations. The Client remains responsible for all fees incurred during any period of suspension. Where the issue is capable of remedy, access will be reinstated as soon as reasonably possible following resolution.

8. Intellectual Property; Feedback

- 8.1 MATTR and its licensors own all rights, title and interest (including all intellectual property rights) in and to the MATTR-Enabled Services (to the extent comprising MATTR technology, services and materials), including any changes, updates or improvements made over the course of the Client Agreement. Nothing in the Client Agreement or these Flow-Down Terms transfers or assigns any such rights to the Client.
- 8.2 The Client is not obliged to provide ideas, suggestions, feature or roadmap requests, comments or other feedback relating to the MATTR-Enabled Services (**Feedback**). If the Client does so, FrankieOne, MATTR and their related companies may use, disclose, modify and develop the Feedback for any purpose without restriction and without attribution or compensation, and the Client irrevocably assigns all right, title and interest in and to the Feedback and agrees to provide any assistance reasonably required to document, perfect and maintain those rights.

9. Disclaimer of Warranties

- 9.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MATTR-ENABLED SERVICES (TO THE EXTENT COMPRISING MATTR TECHNOLOGY, SERVICES AND MATERIALS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET OUT IN THE CLIENT AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MATTR AND ITS RELATED COMPANIES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AND ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
- 9.2 Nothing in these Flow-Down Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable law that cannot lawfully be excluded, restricted or modified.

10. Liability

- 10.1 To the maximum extent permitted by law, and subject to section 9.2, neither MATTR nor its related companies or licensors will be liable to the Client or any End User for any loss of profits, revenues, customers, opportunities, goodwill, use or data, or for any indirect, incidental, special, consequential or exemplary damages, arising out of or in connection with the MATTR-Enabled Services, even if advised of the possibility of such damages.
- 10.2 The Client may only make claims arising out of or in connection with the MATTR-Enabled Services against FrankieOne under the Client Agreement, and not against MATTR or any of MATTR's related companies, licensors, suppliers or service providers (or their personnel). None of MATTR or its related companies, licensors, suppliers or service providers (or their personnel) will be liable to the Client or required to compensate the Client for any losses of any kind suffered in connection with the MATTR-Enabled Services.

11. Applications Embedding MATTR SDKs

- 11.1 This section applies only where, with the prior written consent of FrankieOne (and, where required, MATTR), the Client makes available to End Users an App that embeds MATTR software development kits.
- 11.2 Before deploying the App or making it available to any third party, the Client must:
- (a) prepare an end user licence agreement for the App (**EULA**) which includes, verbatim in substance, the terms set out in Schedule 1, adapted to the terminology of the relevant credential ecosystem, and which requires App users to comply with the applicable scope, conditions and limitations that apply to the App;
 - (b) provide the EULA to FrankieOne for review and approval by MATTR, and address any reasonable feedback, before the App is deployed;
 - (c) create and publish an appropriate privacy policy for the App which provides End Users with all information required by applicable law in respect of the processing of their personal information;
 - (d) limit access to the App using reasonable technical measures (such as controlled distribution or authenticated access) to ensure the App can only be accessed and used in accordance with the applicable scope, conditions and limitations; and
 - (e) comply with all requirements of the applicable distribution channels used (including any minimum end-user licence terms required by the Apple App Store and/or Google Play).

12. Export Control

- 12.1 The Client must comply with all export control and sanctions laws and regulations applicable to its business and must not use the MATTR-Enabled Services in violation of any export or trade embargo laws that apply to it. The Client represents and warrants that it is not in a jurisdiction subject to sanctions that would affect the provision of the MATTR-Enabled Services, and is not designated on any list of prohibited or restricted parties maintained by the United Nations Security Council, the European Union or its Member States, the United States, New Zealand, Australia or any other applicable government authority.

SCHEDULE 1 — APP EULA TERMS

Where section 11 of these Flow-Down Terms applies, the Client must include the following terms, verbatim in substance, in the EULA between the Client and each user of the [App]. Text in square brackets is to be replaced with the terminology used in the relevant credential ecosystem. In these terms, “we”, “us” and “our” refer to the Client (as the party making the App available) and “you” refers to the App user. Clauses marked “MATTR Labs apps only” are required only for beta applications and may otherwise be omitted.

1. Eligibility

- 1.1 You are eligible to use the [App] if you are a customer of [Client] using the [App] to [hold/present/verify] [agreed credential type(s)] issued by [Authorised Issuer(s)] for the purpose of [licensed use case], and you are [18 years or over / located in Australia, as applicable].

2. Scope of Licence

- 2.1 Subject to the clauses about eligibility above and the clauses about Open Source Software below, we grant you a revocable, non-exclusive, non-transferable right to use the [App] on a compatible device.
- 2.2 You understand and agree that we may, at any time and without notice, upgrade, update, replace or discontinue the [App] and/or change this EULA. If you do not agree with any such changes, your sole remedy is to terminate this EULA and uninstall the [App].
- 2.3 You must not distribute the [App] or make it available to any third party, including over a network where it could be used by multiple devices or end users at the same time. Unless otherwise specified by us, this EULA governs all versions of the [App], including any upgrades or updates provided or made available by us.
- 2.4 You must not reverse-engineer, decompile, disassemble, attempt to derive the source code of, modify, copy or create derivative works of the [App], any updates, or any part of the [App] (except to the extent that any such restriction is prohibited by applicable law).

3. Open Source Software

- 3.1 The [App] may include open source software that is subject to one or more open source licences (**Open Source Software**). Any such Open Source Software is licensed under its applicable licence terms, and is not subject to the terms and conditions of this EULA unless otherwise specified. For a full list of Open Source Software used in the [App], including third-party notices containing credits or attributions where required for the use or redistribution of such Open Source Software, please visit <https://learn.mattr.global/licenses-mobile> for wallet apps or <https://learn.mattr.global/licenses-verifier> for verifier apps.
- 3.2 Even where Open Source Software is governed by other licence terms, the limitations of liability set out in the clauses about liability below will continue to apply as between you and us, except to the extent that any such limitations are prohibited by applicable law.

4. Intellectual Property Rights

- 4.1 We and our licensors (including MATTR Limited) own all rights, title and interest in the [App]. Nothing in this EULA operates to transfer or assign ownership of intellectual property rights, or confers on you any right, title or interest in or to any of our intellectual property rights or to any third party intellectual property rights.

5. No Warranty

- 5.1 Use of the [App] is solely at your risk. The [App] is provided on an “as is” and “as available” basis, without express or implied warranties, guarantees or conditions of any kind. We and our licensors do not represent or warrant:

- (a) the accuracy, merchantability, non-infringement, or fitness of the [App] for any particular purpose;
- (b) the accuracy or completeness of any data, information or content (including any text, graphics, links or other items) contained in or made available through the [App] or through any platforms, including third party platforms, we use to communicate with you in relation to the [App];
- (c) that the [App] will be updated or supported by us or our licensors at any particular frequency or any particular period of time, or that the [App] will support the creation and maintenance of backups;
- (d) that use of the [App] will be uninterrupted or error-free; or
- (e) that the [App] will be free of viruses, worms, denial of service attacks, or other harmful components or codes.

6. Limitation of Liability

- 6.1 You may not make any claim arising out of or in connection with the [App] against any of our licensors, service providers, suppliers or any of their related companies. None of our licensors, suppliers, service providers or any of their related companies (or their respective officers, employees, contractors and agents or officers, employees, contractors and agents of their related companies), will be liable to you or required to compensate you for any losses you may suffer in connection with your use of the [App].
- 6.2 To the maximum extent permitted by law, we and our licensors will not be liable to you for any direct or indirect liability, loss, damage, cost or expense (including loss of profits, loss of revenue, business interruption, loss of savings, loss of information or data, or any indirect, special, incidental or consequential loss of any kind) arising out of or in connection with your access and use of (or inability to access and use) the [App], whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise, even if we or our licensors have been advised of the possibility of such damages.
- 6.3 If required under the terms of the store from which you download and install the [App] onto your device, we will provide you with a refund of any fees paid for the [App]. Where applicable, any such refund is our sole and exclusive liability to you for any liability, loss, damages, costs and expenses (other than for any liability, loss, damage, costs and expenses that cannot be limited at law). The refund of fees in any other circumstances is at our sole discretion.
- 6.4 To the extent that the preceding limitations of liability are held to be invalid in whole or in part in relation to any liability, loss, damages, costs and expenses, then our (and our licensors') total liability to you for any such liability, loss, damages, costs and expenses (other than to the extent they cannot be limited at law) will not exceed USD 50.00.

7. Third Party Materials

- 7.1 The clause below about Third Party Materials is not to be read as limiting any other provision of this EULA.
- 7.2 The [App] may receive, display, make available or process certain third party data, information or content (**Third Party Materials**). You use the Third Party Materials at your own risk. We are not responsible for examining or evaluating the content or accuracy of any Third Party Materials, and will not be liable in relation to any Third Party Materials. You must not use the Third Party Materials in any manner that is inconsistent with this EULA or that infringes our or a third party's intellectual property rights.
- 7.3 You are solely responsible for complying with the terms of any applicable third party agreement or licence terms that apply in connection with such Third Party Materials.

8. Termination

- 8.1 This EULA is effective until terminated by you or us.

- 8.2 This EULA terminates on the earlier of: (a) breach of this EULA by you; or (b) the expiry or termination of our right to use the intellectual property rights of MATTR Limited in the [App].
- 8.3 If this EULA is terminated, you must immediately uninstall and cease to use the [App] (including all copies of the [App]).

9. Beta Software - MATTR Labs apps only

- 9.1 The [App] and any functionality available through it is a work-in-progress beta release which remains subject to development and testing. We use reasonable endeavours to avoid them causing material harm to you. Despite this, they may: (a) include bugs, errors and security risks; (b) perform poorly, produce incorrect results, or cease to function; (c) cause the device on which they are operating or being accessed, other software or processes on that device, or other software or processes with which they interact, to crash or malfunction; and (d) improperly expose, permanently delete or permanently corrupt, information or data belonging to you and others.
- 9.2 To avoid or mitigate against adverse consequences arising from these risks, we strongly recommend that you: (a) back up all data and information on your device prior to using the [App]; and (b) where feasible, use test data and operate the [App] on devices that are dedicated to testing and development, and not used as a primary personal device or a business critical device.
- 9.3 We do not commit to launching a general release or production release version of the [App], at any time or at all.
- 9.4 We are not obligated to provide you with any maintenance, technical or other support for the [App]. If we choose to provide you with any such support, it will be provided under the terms of this EULA and to the extent practical for us.

10. General

- 10.1 [Insert clauses addressing governing law, waiver and severability, and any other provisions required under applicable law, together with any minimum end-user licence terms required by the applicable app distribution channels (e.g. Apple's Minimum Terms of Developer's End-User License Agreement and the Google Play equivalent).]