

# Worldcoin

## General Purchasing Term

### 1 Scope, form

- 1.1 These General Purchase Conditions ("Terms") of Tools for Humanity Corporation, with offices at 548 Market St, PMB #49951, San Francisco, CA 94104, USA ("Worldcoin") apply to all business relationships with our business partners and suppliers ("Seller").
- 1.2 These Terms apply in particular to contracts for the sale or delivery of goods and services ("Products"), irrespective of whether the Seller manufactures the Products itself or purchases them from suppliers. Unless otherwise agreed, the most current Terms apply as a framework agreement for similar future purchase orders accepted by the Seller ("Purchase Order").
- 1.3 These Terms apply exclusively. Deviating, conflicting or supplementary terms between Worldcoin and the Seller will only become part of the contract if Worldcoin has expressly agreed to the Seller's terms in writing by an authorized signatory. This requirement applies even if Worldcoin accepts the Seller's deliveries without reservation in the knowledge of the Seller's terms. Any express agreement to Seller's terms will apply only to the specific Purchase Order referencing the Seller's terms and will take precedence over these Terms. The Seller is deemed to have accepted these Terms if the Seller has conveyed its acceptance of these Terms, if the goods in the Purchase Order has been delivered, or if the Seller begins to perform the services in the Purchase Order.
- 1.4 All notices to Worldcoin must be made in writing to [legal@worldcoin.org](mailto:legal@worldcoin.org).

### 2 Conclusion of contract

- 2.1 Worldcoin's order is binding at the earliest upon written submission or confirmation. The Seller shall notify Worldcoin of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.
- 2.2 The Seller must confirm Worldcoin's order in writing within a period of five (5) days from receipt. The offer is deemed accepted by the Seller if the Seller fails to reject the offer within the 5-day period.
- 2.3 Any Purchase Order is a binding contract.

### 3 Delivery time and delay in delivery

- 3.1 The delivery time stated by Worldcoin in the Purchase Order and agreed to or confirmed by the Seller is binding. If the delivery time is not specified in the Purchase Order and has not been agreed otherwise, it shall be two (2) weeks from the conclusion of the Purchase Order. The Seller is obliged to inform Worldcoin immediately in writing if the Seller is unlikely to be able to meet agreed delivery times - for whatever reason.
- 3.2 In case of default by Seller, Worldcoin may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby. The dates of delivery and quantities specified herein are of the essence for this order and delivery must be effected within the specified time period. If deliveries are not made on time and in the quantities specified, Worldcoin reserves the right to cancel and to purchase the materials and/or services elsewhere and hold Seller accountable therefore. Seller shall cooperate with Worldcoin in respect to all customs formalities applicable to the import or export of the materials, shall be responsible for determining proper import or export classifications, and shall provide Worldcoin documentation to Worldcoin's satisfaction for such classifications.

### 4 Performance, delivery, transfer of risk, default of acceptance

- 4.1 The Seller may not subcontract its obligations under this Agreement without Worldcoin's prior written consent. The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

- 4.2 If Seller's employees, subcontractors, consultants, or other representatives under Seller's control perform any services at Worldcoin's premises or at Worldcoin's direction at the premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is performed free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.
- 4.3 Except as stated in a Purchase Order, Delivery shall be made Incoterms DDP to the place specified in the Purchase Order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to Worldcoin's place of business in Erlangen, Germany.
- 4.4 Packing and Shipping. Seller shall not charge for packaging, storage or transportation. Goods shall be packaged, marked and prepared in accord with good commercial practices and marked and labeled as required by applicable laws and regulations. Itemized packing list must accompany each shipment.
- 4.5 The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and Worldcoin's Purchase Order ID (date and number). If the delivery note is missing or incomplete, Worldcoin is not responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to Worldcoin separately via email at [purchasing@worldcoin.org](mailto:purchasing@worldcoin.org) from the delivery note.

## 5 Prices and terms of payment

- 5.1 **P** . Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Seller (e.g. assembly, installation), all ancillary costs (e.g. proper packaging, labeling, crating, transport costs including any transport and liability insurance), and all taxes and duties. Purchase Orders shall not be filled at prices higher than those quoted or charged to Worldcoin or specified herein.
- 5.2 **I** . Invoices and bills of lading showing full routing should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. The discount period, if any, stated in the face of the purchase order shall be calculated from the date of receipt by Worldcoin of a proper invoice from Seller.
- 5.3 **P** . The agreed price as stated in the Purchase Order is binding. Fees are due within 30 days of Worldcoin's acceptance of the goods and services and receipt of a proper invoice. If Worldcoin makes payment within 14 days, then the Seller shall grant Worldcoin a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if Worldcoin's transfer order is received by Worldcoin's bank before expiry of the payment deadline.
- 5.4 **-O** . Worldcoin is entitled to rights of set-off and retention as well as the defence of non-performance of the Purchase Order to the extent provided by law. In particular, Worldcoin may withhold due payments as long as Worldcoin may claim incomplete or defective services against the Seller. The Seller shall have a right of set-off or retention only in respect of counterclaims that are undisputed or have been finally decided by a court or tribunal of competent jurisdiction.

## 6 Confidentiality

- 6.1 Worldcoin reserves all rights to any illustrations, plans, drawings, calculations, implementation instructions, product descriptions, roadmaps, and other documents provided to the Seller prior to and during the term of the Purchase Order ("Confidential Information"). Such Confidential Information may be used exclusively for the performance of this Purchase Order and must be returned to Worldcoin after completion of the Purchase Order. The documents must be kept secret from third parties, even after termination of the Purchase Order. The seller will take appropriate technical and organizational measures to maintain secrecy of documents received. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. The Seller will also protect such Confidential Information with at least the same degree of care that Worldcoin uses to protect its own Confidential Information, but in no case, less than reasonable care.

6.2 The above provision shall apply *mutatis mutandis* to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which Worldcoin provides to the Seller for production. Pending their processing, such items will be stored separately at the Seller's expense and insured to a reasonable extent against destruction and loss.

## **7 Ownership**

7.1 . Title shall remain with Seller until delivery and actual acceptance thereof by Worldcoin as evidenced by a signature of an authorized representative of Worldcoin (at which point title shall pass to Worldcoin).

7.2 If, however, in individual cases Worldcoin accepts an offer of the Seller for transfer of title conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the Products delivered. Worldcoin may resell the Products in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple reservation of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

7.3 ' P . All tools, dies, patterns, designs, molds, drawings, specifications, and other data or papers, and the like furnished by Worldcoin to Seller in connection with this order by Worldcoin remains the property of Worldcoin. In the event materials furnished by Worldcoin to Seller include any intellectual property of Worldcoin, Seller is granted a non-exclusive, non-transferable, non-sublicensable and non-assignable license required only for the production of materials under this order, and shall use Worldcoin's intellectual property only for that purpose. Except for this license, no right, interest, ownership or privilege of use of Worldcoin's intellectual property shall inure to the benefit of Seller.

## **8 Acceptance; Defective delivery**

8.1 A . Materials are subject to inspection, test, and acceptance by Worldcoin and the ultimate purchaser. Worldcoin shall have a reasonable amount of time, and no fewer than ten (10) days from the date of arrival, to inspect the materials and notify Seller of any non-conformity to the order specifications (including quantity and delivery dates). Such inspection may not occur until final sale of the materials to Worldcoin's customers. Worldcoin reserves the right to reject any material, even after delivery and inspection at Worldcoin's site, which does not fulfill the specifications of the order or time of delivery and (i) return rejected materials to Seller at Seller's risk and expense for full credit at the order price without prejudice to any right to other damages for such breach, (ii) to require Seller at Seller's expense to replace rejected materials at the unit price of this order, or (iii) consider this order breached as to the rejected quantity and cancelled as to any unfulfilled portion of this order, and to hold Seller liable for such breach and cancellation. Seller is not relieved of the responsibility imposed by this clause, either as to proper packaging, quantity of materials or specifications, by reason of acceptance by Worldcoin.

8.2 Worldcoin is not obliged to examine the Products or to make special inquiries about any defects upon conclusion of the Purchase Order. Worldcoin is entitled to claims for defects without limitation if the defect was due to gross negligence and remained unknown to Worldcoin at the time of conclusion of the Purchase Order.

8.3 A . The Seller will submit to periodic quality audits upon reasonable notice.

8.4 Subsequent performance shall also include the removal of the defective Products and their re-installation, insofar as the Products have been installed in another item or attached to another item in accordance with their type and purpose of use.

## **9 Warranties and Indemnification**

9.1 . Seller represents that with respect to all materials, supplies and equipment (herein collectively referred to as "materials") delivered and services furnished hereunder: (i) title shall be good, merchantable, rightful and the materials free of any security interest, lien or encumbrance; (ii) that materials will be new, free from defects in material and workmanship, be of quality, size, description and dimension required by Worldcoin, be fit for the purpose for which they are

purchased and will meet the specifications, if any, and that Seller's services will be performed in a skillful and workmanlike manner; and (iii) the materials, the process by which they are made, the use for which they are designed by Seller and Worldcoin's use of the materials will not infringe any patent, trademark, copyright or other rights of any third parties ("Intellectual Property Rights"). This express warranty shall not be deemed waived by reason of either or both the receipt of the materials and payment therefore by Worldcoin. The foregoing is in addition to any and all other express or implied warranties applicable to the materials purchased hereunder.

**9.2 C L ;** . Seller represents and warrants that all materials furnished hereunder, and Seller's manufacturing thereof, complies with all applicable laws, ordinances, rules and regulations ("Laws"). Seller shall treat materials prior to shipment to Worldcoin in accordance with testing standards requested by Worldcoin, and shall furnish any required Worldcoin certifications in support thereof.

**9.3 I** . Seller will defend, indemnify and hold harmless Worldcoin, its affiliates, vendors, and their officers, directors, shareholders, employees, and agents from and against any and all loss, liability and expense by reason of (i) any actual or alleged violation of Laws, (ii) any actual or alleged infringement of Intellectual Property Rights, (iii) injury, death or property damage resulting, in whole or in part, from any negligent act or omission on the part of the Seller or which may result from the installation, operation or use of the materials furnished hereunder, (iv) a defect in the manufacture or design of the materials supplied hereunder, or (v) any breach or alleged breach by Seller of any representation, warranty, or other provision of these terms and Conditions of Purchase. Upon notification, Seller shall promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Worldcoin or any of its subsidiaries, affiliated companies, agents and vendors in connection with the above, of for alleged unfair competition resulting from similarity in design, trademarks, or appearance of the materials or equipment. Seller shall further indemnify and hold Worldcoin, its subsidiaries, affiliated companies, agents and vendors harmless from any and all expenses, losses, claims, royalties, profits, and damages, including court costs and attorneys' fees, resulting from the bringing of such suits or proceedings or the threat thereof and from any settlement, decree or judgment therein. Worldcoin reserves the right to control any such suit or proceeding.

## **10 Limitation of Liability**

IN NO EVENT WILL WORLDCOIN BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS, EVEN IF WORLDCOIN HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WORLDCOIN'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO THE SELLER IN CONNECTION WITH THE PRODUCTS WITHIN THE 12 MONTHS PRECEDING A CLAIM GIVING RISE TO LIABILITY.

## **11 General**

**11.1** . In the event of (i) any proceeding voluntary or involuntary in bankruptcy or insolvency by or against Seller, or in the event of an appointment of a receiver or assignee for the benefit of creditors, with or without Seller's consent, or (ii) any change in control and/or ownership of Worldcoin, Worldcoin may cancel any unfilled part of this order without any liability whatsoever on Worldcoin's part. Sections 6 (Confidentiality), 7 (Ownership), 9 (Warranties), 10 (Limitation of Liability), and 11 (General) will survive termination of this Agreement.

**11.2 C L** . This Agreement between Worldcoin and Seller shall be construed, and the respective rights and duties of Worldcoin and Seller shall be determined, according to the laws of California, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement

**11.3 D** . Any dispute, controversy or claim arising out of or related in any way to this purchase order, these Terms and Conditions of Purchase, and/or any related contract, including but not limited to the validity, scope and enforceability of this clause, which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in San Francisco County, CA. The language of the arbitration shall be English. The arbitrators will be bound to

adjudicate all disputes in accordance with the laws of the State of California. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

**11.4 N -A** . Seller may not assign this purchase order or any of Seller's obligations hereunder without Worldcoin's written consent.

**11.5 I** . Seller will maintain a product liability insurance with a reputable and financially responsible carrier satisfactory to Worldcoin for coverage.

**11.6 F M** . If the manufacture, transfer or receipt or use by either party of any materials covered hereby is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and in the case of Worldcoin, prior to actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Worldcoin's option, deliveries so omitted shall be made upon notice thereof to Seller, upon cessation of such contingency.

**11.7 E A** . These Terms constitute the entire agreement between Worldcoin and the Seller with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

**11.8** ; . Worldcoin's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.