

Rules, Regulations, and Conditions of Membership

February 2025

These Rules, Regulations, and Conditions of Membership ("Rules") are included and incorporated in the Membership Agreement (which is referred to, collectively with these Rules, the Order Form, and the License Agreement, as the "Entire Agreement"). All capitalized terms used in this document have the same meaning in this document as in the Membership Agreement, unless expressly defined otherwise in this document. TDC reserves the right to amend or supplement these Rules at its sole discretion, with written notice to Member.

1. Terms of Membership.

- a. Classes. Members are divided into various classes (individually, a "Class") with associated rights, benefits, and privileges. TDC will assign Member to a Class. Classes are as follows: Suppliers, Brokers, Distributors, Retailers, Affiliates, and Partners.
- b. Good Standing. To be considered a Member in good standing, a Member must timely pay dues as set out in Section 11, comply with all rules and regulations noted in the Entire Agreement, actively participate, conduct themselves ethically on the Platform, and fulfill duties and responsibilities.

2. Information. TDC will handle and manage the Information within the Platform, including receiving, processing, maintaining, updating, standardizing, and distributing the Information. Members are granted access to the Platform and certain Information based on their Class. "Information" consists of Supplied Data, Label Data, Derived Data, and Third-Party Data, as defined below:

- a. Supplied Data. Member may provide TDC with images, product information, and data ("Supplied Data"). Member consents to TDC's use of Supplied Data, including sharing it with other members and creating Derived Data. Supplied Data and any associated trademarks, logos, and copyrighted material remain the property of Member.
- b. Label Data. TDC may compile and process images, product data, and other content from product packaging, imaging, labels, or other sources ("Label Data"). Member consents to TDC's use of Label Data, including sharing it with other members and creating Derived Data. Trademarks, logos, and copyrighted material in product images remain the property of Member.
- c. Derived Data. TDC may generate data or materials ("Derived Data") from Supplied Data, Label Data, other data provided by Member or third parties, or publicly available information.
- d. Third-Party Data. TDC may occasionally include Third-Party Data in the Platform. If applicable, TDC will identify this data when granting Member access.

Member and its authorized users agree that the Entire Agreement governs access to the Platform and use of the Information. Access will be granted as long as Member remains in good standing.

3. Access Based on Class. Members are granted access to specific Information based on their Class unless otherwise agreed by TDC:

- a. Supplier. Supplier members have access to Information related to their products.
- b. Broker. Broker members can access Information related to products shared by or made public by their product owner partners.
- c. Distributor. Distributor members can access (i) Information related to products shared by or made public by members, and (ii) identification information about any party identified as a partner by a Supplier member.
- d. Retailer. Retailer members can access (i) Information related to products shared by or made public by members, and (ii) identification information about any party identified as a partner by a Supplier member. Information regarding a Retailer member's private label products will only be shared with other members with the Retailer member's approval.
- e. Affiliate. Affiliate members are granted access to Information that TDC has granted another member of any class (i) access to and (ii) has specifically requested TDC provide to the Affiliate member.
- f. Partner. Partner members receive access to Information according to the terms of a separate written agreement signed by TDC and the Partner member.

4. Licenses.

- a. Subject to the terms and conditions of the Entire Agreement, TDC grants Member a limited, non-exclusive, non-transferable license to use the Information (excluding Derived Data) during the term of their Membership solely for the Permitted Uses.

- b. If indicated in an Order Form, and subject to the terms and conditions of the Entire Agreement, TDC grants Member a limited, non-exclusive, non-transferable license to use the Derived Data during the term of their Membership solely for the Permitted Uses outlined in an Order Form.
 - c. By entering Supplied Data and Label Data into the Platform or otherwise making the Supplied Data and Label Data available to TDC, Member grants TDC and its affiliates a non-exclusive, perpetual, transferrable, sublicensable (through multiple levels), irrevocable, royalty-free, fully paid-up, worldwide right and license to use, reproduce, display, sell, distribute, adapt, modify, create derivative works from, and otherwise exploit the Supplied Data and Label Data.
5. Permitted Uses. TDC permits Members to use Information as follows, subject to the Entire Agreement (the “Permitted Uses”):
 - a. Supplier Members. Supplier members may use Supplied and Label Data for (i) digital programs and technologies; (ii) providing Information on mobile apps, digital apps, and websites; (iii) research and development; (iv) meeting legal and regulatory obligations; (v) health and wellness platforms; (vi) integration within their IT systems or cloud-based IT systems (provided these systems maintain the same security level as those containing the member’s confidential information), and (vii) other similar uses provided that no such use is in bulk or any other form that could allow a third party to recreate of the Supplied and Label Data or any portion thereof.
 - b. Distributor, Broker, and Retailer Members. Distributor, Broker, and Retailer members may use the Supplied and Label Data for advertising, merchandising, e-commerce, supply chain management, and promoting or displaying their partner Supplier members and their products. Examples include flyers, coupons, shelf management applications, planogramming, digital shopping experiences, e-commerce, or sell sheets.
 - c. Affiliate and Partner Members. Affiliate and Partner members may use the Information as expressly authorized by TDC in writing.
 - d. Other Activities. Members may use the Information for any other use expressly authorized by TDC in writing.
 - e. Third-Party Data. If applicable, Permitted Uses for Third-Party Data will be identified upon access to the Platform.
 - f. Derived Data. If applicable, Permitted Uses for Derived Data will be identified on an Order Form.
6. Sharing. TDC permits Members to share Information as follows, subject to the Entire Agreement:
 - a. Supplier Members. Supplier members may publicly share Information for their products, provided that the Information does not contain any Third-Party Data or Derived Data.
 - i. Supplier members may share non-material portions or selections of the Information with non-members in the ordinary course of business as long as the sharing does not provide the non-member with material Membership benefits or allow another member access to Information beyond their Membership terms.
 - ii. Supplier members may share material portions of the Information with a non-member if TDC gives specific written authorization, which may include conditions and limitations. TDC can revoke this authorization at its discretion.
 - b. Distributor Members. Distributor members may share the Information (i) with Retailer members in the ordinary course of business, and (ii) as expressly authorized by TDC in writing.
 - i. Distributor members may share non-material portions or selections of the Information with non-members in the ordinary course of business as long as the sharing does not provide the non-member with material Membership benefits or allow another member access to Information beyond their Membership terms.
 - ii. Distributor members may share material portions of the Information with a non-member if TDC gives specific written authorization, which may include conditions and limitations. TDC can revoke this authorization at its discretion.
 - c. Broker, Retailer, Affiliate, and Partner Members. These members may share Information only as expressly authorized by TDC in writing.
7. Restrictions On Use. Member is restricted from, and will not allow any third party to:
 - a. License, sell, transfer, deliver, share, or grant access to the Platform or Information, except as permitted by these Rules or authorized by TDC.
 - b. Alter or remove Information, images, disclaimers, data, notices, or trademark designations within the Platform.
 - c. Integrate Information, images, or data into external systems without TDC’s written consent, which may involve the third party becoming an Affiliate member. However, this restriction does not apply to Supplier members.
 - d. Use the Information or Platform in violation of any law, rule, or regulation.
 - e. Reverse engineer, disassemble, decompile, or attempt to determine the methodologies or algorithms of the Information or Platform.

- f. Integrate Information, images, logos, disclaimers, data, or content from the Platform into any commercial image or data library service without TDC's prior written consent.
 - g. Make Information or the Platform available to TDC's competitors.
8. Services. If specified on an Order Form, TDC will provide certain services ("Services") to or on behalf of Member. Member will provide TDC with timely feedback, direction, information, assistance, and required approvals needed for TDC to meet the obligations of the Services.
9. Ownership.
- a. Platform Ownership. TDC retains all rights, title, and interest in the Platform. Member's use does not confer any ownership rights. No ownership, title, or interest in the Platform is transferred to the Member or any third party. The Member agrees not to assert any proprietary claims to the Platform against TDC or its licensees.
 - b. Data Ownership. Members retain ownership of their Supplied Data and Label Data, subject to the license granted to TDC. However, TDC and its affiliates have the unlimited right to use and exclusively own all Derived Data, which is distinct from Supplied Data and Label Data.
 - c. Work Product Ownership. All documents, materials, ideas, concepts, designs, know-how, processes, data, images, attributes, and other content provided or developed by TDC in the course of performing the Services will be and remain the property of TDC.
 - d. Member Warranties. Member represents and warrants that they have the necessary rights to grant these licenses to TDC without infringing on any third-party rights, including intellectual property, privacy, publicity, or other proprietary rights.
10. Intellectual Property.
- a. Logo and Names. During the Membership term, Member is granted a limited license to use the Platform's logo and name in its marketing materials, including identifying itself as a Platform member. TDC is granted a limited license to use the Member's logo and name in its marketing materials, including identifying the Member as a Platform member.
 - b. Trademarks. TDC and Member agree to use each other's trademarks in good faith, adhering to all applicable laws and good trademark practices. Either party may terminate the other's trademark license immediately if the other party breaches any terms and conditions outlined in these Rules or misuses the trademark, provided the breaching party has thirty (30) days to remedy the breach before termination of the trademark license.
11. Conditions of Membership.
- a. Accuracy. Members are responsible for ensuring the accuracy of all Supplied Data, Label Data, product information, product labels, packaging, and catalog data.
 - i. Members must make best efforts to (i) update Supplied Data or Label Data on the Platform, (ii) provide TDC with necessary product updates, and (iii) participate in TDC's periodic reviews to maintain accurate product information. Members must also keep their product catalog current by notifying TDC of any additions, changes, or deletions.
 - ii. If a member does not comply with TDC's verification requests, TDC may suspend the sharing of that member's product information or content on the Platform until verification is completed.
 - iii. TDC shall not be responsible for any inaccuracies, errors, or deficiencies in the Services provided to the extent they result from Member's failure to provide accurate, complete, or up-to-date data.
 - b. Submissions and Capture. TDC may notify members if their data is missing required fields or is outdated. Members must promptly provide the necessary products or data for capture and processing. TDC will send shipping authorization instructions.
 - i. Members must deliver regular products within 21 days of TDC's notification and may deliver seasonal or special products with prior notice.
 - ii. Products sent without prior written notice or instructions may be captured at the highest available package level, with the Supplier member responsible for the associated costs.
 - iii. Products sent for capture may be destroyed or donated after processing.
12. Administration of Membership.
- a. Membership Dues and Fees. Member will pay annual membership dues ("Dues"), with the first payment due upon acceptance as a Member, and other fees as outlined in an Order Form.

- i. Dues may increase in a renewal term, but by no more than fifteen percent (15%) over the amount payable for the previous year.
 - ii. To remove items from the Platform subscription before renewal, Member must notify TDC at least 30 days in advance. Without such notice, the subscription will automatically renew for another year with all items included, and Member will be liable for the full annual cost.
 - iii. Unless otherwise noted in an Order Form, fees related to Services are provided on a time and materials basis, and will be calculated based on the fee rates set forth in the Order Form. Where Services are provided for a fixed price, the total fees for the Services are the amount set out in an Order Form.
 1. Fees for Services quoted on an Order Form are good-faith estimates based on currently available information and are subject to change based on the circumstances. Changes to the scope of Services may result in additional fees or adjustments to the Order Form, which must be approved by both parties in writing.
 - b. Payment.
 - i. If TDC does not receive any Dues or fees by the due date, TDC is entitled to charge interest on any past due amounts at the lesser of 1.5% per month or the maximum rate permitted by law.
 - ii. Member is responsible for payment of all sales, use, value-added, and similar taxes, and surcharges lawfully levied against or upon the services, excluding taxes based on TDC's net income or for which Member has provided a valid exemption certificate. The parties understand and agree that in the event of a change in law or regulation that is or is believed by any of the parties to modify the amount of taxes levied against the services, Member will remain responsible for payment of taxes regardless of inflation or deflation. Any payments by Member shall be without setoff, deduction, withholding, or counterclaim of any kind.
 - c. General Update to Member Information. Member must promptly notify TDC of any changes to the corporate information provided during account creation or any other information supplied to TDC during the term of the Agreement. Corporate information can be updated [here](#).
13. Suspension. TDC may suspend access to the Platform or the provision of Services if Member has not paid any owed amount when due. Member will not take any actions that unduly burden or interfere with the operation of the Platform. TDC will notify Member if Member is taking any such actions. If Member does not promptly remedy the interference or undue burden, then TDC may suspend Member's access to the Platform until TDC is assured that Member will not take any such actions.
14. Term; Termination.
- a. Access to the Platform begins once the application is accepted and account details are issued. Each Membership term ends one (1) year from the first day of the month after TDC accepts the Membership application. The term automatically renews for successive one (1) year terms at the then-current Membership Dues rates.
 - b. Member may terminate Membership with thirty (30) days' written notice to TDC. All outstanding amounts must be paid upon termination. No proration or refund is available for mid-term terminations. Member's notice of termination should be sent to TDCCancel@spins.com.
 - c. TDC may terminate any Membership at its discretion. All outstanding amounts must be paid upon termination. No proration or refund for Dues is available for mid-term terminations. Member will be responsible for the costs of Services rendered and, unless termination was due to TDC's breach, will not receive a refund for Services costs paid in advance.
 - d. Upon termination or non-renewal, access to the Platform and the Information, and the provision of Services shall terminate immediately. All remaining Services that have not been completed upon termination or expiration will be deemed canceled as of the effective date of such termination or non-renewal. Member may retain and use any pre-termination Information exported from the Platform, so long as Member's use of the Information remains subject to the terms and conditions of the Entire Agreement.
15. Privacy. Member has read, understood, and accepts the terms of TDC's Privacy Policy available [online](#). This policy governs the collection, use, and sharing of personal and non-personal information within the Platform.
16. Indemnity.
- a. Member agrees to indemnify, hold harmless, and defend TDC, its affiliates, employees, representatives, agents, officers, directors, partners, and licensors against loss, liability, cost, damages, and expense, including attorneys' fees, arising from (i) any actual or alleged breach the Entire Agreement by Member or its authorized users, (ii) Member's or its authorized users' use of the Platform or Services, (iii) a violation of any law or regulation, (iv) a violation of any

rights of a third party, (vi) the use, disclosure, or accuracy of any Supplied Data, and (iii) the use or accuracy of any product information, data, or other information provided by Member to TDC.

- b. TDC will indemnify, defend, and hold harmless Member and its officers, directors, employees, and agents from any loss, liability, cost, damages, and expenses, including attorneys' fees, arising solely from third-party claims that the Platform or the Services infringe on third-party intellectual property rights. If the Platform or Services infringe or are alleged to infringe, TDC may, at its sole option, (i) obtain the right for Member to continue using the Platform or Services, (ii) modify the Platform or Services to avoid infringement while maintaining substantial similarity, or (iii) require Member to stop using the Platform, stop the provisions of Services, and refund a pro rata portion of fees paid. Member must promptly notify TDC of any such claim in writing, and TDC will control the defense.

17. Disclaimer of Warranties.

- a. TDC DISCLAIMS, ON ITS BEHALF AND BEHALF OF ITS AFFILIATES AND LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS, AND MEMBER WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, OR TIMELINESS OF DELIVERY. THE PLATFORM, INFORMATION, AND SERVICES ARE PROVIDED BY TDC ON AN "AS IS" AND "AS AVAILABLE" BASIS. TDC, ON ITS BEHALF AND BEHALF OF ITS LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS, DOES NOT WARRANT THAT THE PLATFORM, INFORMATION, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- b. THE PARTIES THEREFORE EXPRESSLY EXCLUDE ANY LIABILITY FOR INACCURACY, INCOMPLETENESS, OMISSION, OR OTHER ERROR IN THE PLATFORM, INFORMATION (INCLUDING WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, ANY INFORMATION PROVIDED BY TDC'S LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS), OR SERVICES OR ANY FAILURE OF THE PLATFORM, INFORMATION (INCLUDING, WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, ANY INFORMATION PROVIDED BY TDC'S LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS), OR SERVICES TO ACHIEVE ANY PARTICULAR RESULT.
- c. THE PARTIES AGREE THAT MEMBER'S SOLE REMEDY FOR ANY ERROR IS THE CORRECTION OF SUCH ERROR IN A REASONABLY PROMPT TIMEFRAME FOLLOWING NOTICE OF SUCH ERROR TO TDC BY MEMBER.

18. Limitation of Liability. TDC AND ANY OF TDC'S LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TDC'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE ENTIRE AGREEMENT (INCLUDING WITHOUT LIMITATION, A FAILURE TO PROVIDE INFORMATION) EXCEED THE AMOUNTS PAID TO TDC BY MEMBER UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

19. Feedback. TDC is always striving to improve the Platform and Services. In order to do so, TDC needs to measure, analyze, and aggregate how authorized users interact with the Platform and Services, such as usage patterns and characteristics of TDC's authorized user base. TDC collects and uses analytics data regarding the use of the Platform and Services. In addition, TDC has not agreed to and does not agree to treat as confidential any feedback, suggestions, or ideas for improving or otherwise modifying the Platform and Services ("Feedback") provided to TDC by Member or any of its authorized users, and nothing in these Rules or the parties' dealings arising out of or related to the Entire Agreement will restrict TDC's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Member or its authorized user(s).

20. General.

- a. Authority. Each party represents and warrants that it has the requisite authority and power to execute, deliver, and fulfill its obligations under the Entire Agreement. The execution and performance of the Entire Agreement will not conflict with, violate, or result in a breach of any other agreement to which it is bound.
- b. Entire Agreement. The Entire Agreement constitutes the entire agreement between Member and TDC concerning the subject matter therein. The Entire Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- c. Governing Law. The Entire Agreement will be governed by and be construed and enforced in accordance with the laws of the state of Illinois, excluding principles of conflict of law. Any and all claims arising from this Agreement will be

brought either in the state or federal courts located in Cook County, Illinois, and each party consents to the jurisdiction of such courts.

- d. Waiver. The failure of TDC to enforce any right or provision of the Entire Agreement, or any related agreements, will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of TDC.
- e. Severability. If any provision of the Entire Agreement or any related agreements is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible to affect the intent of the parties, and the remaining provisions will continue in full force and effect. If such a provision cannot be enforced, it will be deemed severed from the Entire Agreement or any related agreements, and the remaining provisions will be enforced as if the invalid, illegal, or unenforceable provision had never been part of the Entire Agreement.
- f. Statute of Limitations. The Member agrees that, notwithstanding any statute or law to the contrary, any claim or cause of action arising from or related to the Member's use of the Platform or any Information therein, or the provision of the Services, must be filed within one (1) year after the claim or cause of action arises, or it will be permanently barred.
- g. United States Legal Compliance. The Platform can be accessed from locations around the world. TDC makes no representations that the Platform or the Information available through it are appropriate for use at other locations outside the United States. Access to the Platform from locations where the Platform or Information is illegal is prohibited. If Member accesses the Platform or Information from a location outside the United States, Member is responsible for compliance with all local and/or international laws.
- h. Survival. The termination of the Membership will not release Member from any liabilities or obligations outlined in the Entire Agreement which by their nature would be intended to be applicable following any such expiration or termination, including but not limited to "Licenses", "Permitted Uses", "Sharing", "Restrictions on Use", "Ownership", "Intellectual Property", "Disclaimer on Warranties", and "Limitation on Liability".
- i. Force Majeure. TDC will not be liable for any loss, damage, or delay resulting from any cause beyond its reasonable control, including, without limitation: fire; flood; action or decree of civil or military authority; insurrection; an act of war; threatened or actual terrorism or bioterrorism; pandemic; or embargo.
- j. Notices. All notices hereunder must be (i) in writing and given to the other party by in-hand delivery, (ii) by first class mail, postage prepaid, by nationally recognized overnight courier to the mailing address either party may designate, (iii) sent via the Platform, or (iv) by email with receipt confirmed. Notices will be effective when received.
- k. Status of Parties. This Entire Agreement will not be construed as creating a joint venture, partnership, agency, or any other similar relationship between TDC and Member, and neither party will have any authority to bind or make commitments on behalf of the other.