

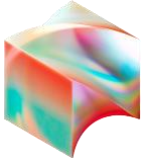
## PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (the “**POTC**”) are entered into by and between the applicable Square entity identified in Exhibit A, below, (“**Square**”), and the vendor specified in the underlying purchase order (“**Vendor**”), and govern the procurement of any product or service (“**Product**” or “**Service**”) as between Square and Vendor. This POTC constitutes the entire agreement between Square and Vendor, and is conditioned upon Vendor’s acknowledgment and agreement that in the event of a conflict as between this POTC and any other purchase order, quotation, confirmation, invoice or other written correspondence relating to the purchase of Products or Services hereunder (“**Conflicting Terms**”), this POTC shall solely control. Notwithstanding the foregoing, if the parties enter or have entered into a master services agreement or any other definitive agreement (“**Master Agreement**”) covering procurement of any Product or Services, the terms of such Master Agreement shall prevail over any inconsistent terms set forth in this POTC. Except with respect to any such Master Agreement, these terms and conditions will be controlling over any Conflicting Terms of any purchase order, quotation, confirmation, invoice, or other written correspondence relating to the Services or Products, even if accepted in writing by both parties.

**DELIVERY:** Vendor will expediently perform its obligations under this POTC. If Vendor delivers the Products or performs the Services after the agreed upon date of delivery (“**Delivery Date**”), Square may reject the Products and/or Services. With respect to Products, Vendor will preserve, pack, package and handle the Products so as to protect the Products from loss or damage and in accordance with industry best practices. Without limiting the foregoing, Vendor shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal. If Vendor fails to do so, Square may reject the Products or Services, and its corresponding payment obligations shall be discharged. Unless otherwise expressly agreed in writing or specified in a Purchase Order, (“**PO**”), delivery will be made DDP Square’s Ship To location specified in the PO (Incoterms 2010).

**PAYMENT:** Square shall pay Vendor the applicable price as set forth in a corresponding and accurate invoice or quotation (“**Fees**”) within forty-five (45) days following delivery and acceptance of the Products or Services. Square may, at any time, offset any amount(s) Vendor owes Square against any amount(s) Square owes to Vendor or any of its affiliated companies. Square is not responsible for the payment of any taxes that Vendor fails to specify on an original invoice. Square is not obligated to pay any amounts invoiced more than 90 days after Vendor performed the applicable Services, and Vendor waives all rights and remedies related to such amounts. Each invoice must include: (i) Vendor’s name and address, (ii) the invoice number and date, (iii) the name of Vendor’s Square contact, (iv) a reasonably detailed summary of the fees and any expenses including the category of the fees, (v) tax details as required by the Agreement, (vi) location(s) where the Services were performed, and (vii) the applicable PO number.

**OWNERSHIP:** All software (including modifications and documentation), products, inventions, documents, writings and other materials created, conceived, prepared, made, discovered or produced by Vendor for Square pursuant to this PO (the “**Deliverables**”) are works made for hire to the extent permitted by applicable law, and Square retains all copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights (“**Intellectual Property Rights**”) in the Deliverables. If any of the Deliverables do not qualify as works made for hire, Vendor hereby assigns to Square all right, title and interest and all Intellectual Property Rights in such Deliverables and all extensions and renewals thereof. If requested by Square, Vendor will execute a written assignment of such rights to Square and any other documents necessary for Square to establish or protect its Intellectual Property Rights. If Vendor fails to do so, Square

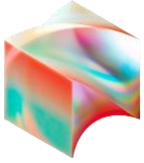


is hereby granted the power and interest to act as Vendor's attorney-in-fact to execute such documents. Vendor will not assert, and otherwise waives, any moral rights in the Deliverables and hereby assigns to Square any moral rights in the Deliverables. Vendor will and will cause all Personnel to perform the Services and deliver the Deliverables in a manner that does not infringe or misappropriate any Intellectual Property Right(s) of any third party.

**TERM AND TERMINATION:** This POTC is effective until all Products and Services hereunder this PO, any applicable SOW(s), or both have been accepted and paid for by Square. Square may terminate this PO at any time, for no reason or for any reason, upon written notice to Vendor. Either Square or Vendor may terminate this PO immediately upon written notice to the other party for any material breach. Square will have no further payment obligation in connection with the termination of this beyond the date of termination.

**WARRANTIES:** Vendor represents and warrants that the Products or Services (i) will be free from defects in design, material, workmanship and manufacture; (ii) will conform to any applicable documentation; (iii) will be suitable for the purposes for which they are intended; and (iv) will be new and unused and not refurbished, unless otherwise expressly agreed to by Square in writing. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by Square. Vendor further represents and warrants that (i) it has all necessary rights of title to the Products and/or Services and has transferred all such rights and title to Square upon Square's acceptance, (ii) the Products or Services will be of professional quality and/or performed consistently with generally accepted industry standards; (iii) Vendor's performance under this POTC will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Vendor is bound; (iv) Vendor will comply with all applicable laws and regulations; and (v) any software delivered as part of the Products or Services will be free from any virus, malicious device, worm, Trojan, time bomb or other harmful or destructive code. Vendor hereby agrees to comply with Square's Code of Business Conduct and Ethics, as may be amended from time to time, publicly available at: [https://s29.q4cdn.com/628966176/files/doc\\_governance/2022/Square-Supplier-Code-of-Conduct.pdf](https://s29.q4cdn.com/628966176/files/doc_governance/2022/Square-Supplier-Code-of-Conduct.pdf). This policy shall be applied and interpreted in a manner consistent with applicable law, and the behavioral standards set forth in this policy shall apply to these individuals in all substantive respects, and any references to "**employment**" (or similar terms) should be understood to mean "**performance of Services**." Nothing in this policy is intended to create or does create an employment relationship between Square and any Personnel.

**CONFIDENTIALITY:** Vendor will use Confidential Information solely for the purposes of providing the Services, where "**Confidential Information**" means all information and material of Square, including but not limited to Square Property, to which Vendor has access in connection with providing the Services, including the Deliverables. Confidential Information does not include information that (a) was known to Vendor without restriction before receipt, as demonstrated by files in existence before receipt, of that information from Square or otherwise in connection with this Agreement; (b) is publicly available through no fault of Vendor; (c) becomes known to Vendor, from a source other than Square without breach of this Agreement and without violation of Square's rights; or (d) is independently developed by Vendor without any use of Confidential Information, as demonstrated by files in existence at the time Vendor independently developed that information. Vendor will not disclose or make Confidential Information available to any third party, except as specifically authorized by Square in writing. Vendor may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to Square. Upon Square's written request, Vendor will promptly return all Confidential Information and copies, or certify in writing that it has destroyed all such materials.



**INDEMNIFICATION.** Vendor will indemnify, defend, and hold harmless Square from and against all liabilities, damages, and costs (including settlement costs and attorneys' fees) arising out of (a) a third party claim arising from Vendor's infringement or misappropriation of Intellectual Property Rights, (b) negligence or willful misconduct, (c) Vendor's breach of any confidentiality obligations as set forth above, (d) Vendor's breach of any applicable tax laws, regulations and requirements, (e) the failure of Vendor to comply with any applicable law, including all applicable employment and privacy laws; and (f) any property damage, personal injury or death related to Vendor's delivery of the Deliverables or performance of the Services. Square will have the right to approve any counsel retained to defend against any claim in which Square is named a defendant and will not unreasonably withhold such approval. Square will have the right to control and participate in the defense of any such claim concerning matters that relate to Square, the Services, the Deliverables, or any combination of the foregoing, and Vendor will not settle any such claim without Square's prior reasonable consent. Square will also have the right to participate in the defense of any claim concerning matters that relate to Square, the Services, the Personnel, the Deliverables, or any combination of the foregoing, and Vendor will not settle any such claim without Square's prior reasonable consent.

**INSURANCE:** Vendor will maintain at its expense (a) any insurance required by law; (b) commercial general liability insurance in any amount not less than \$1,000,000 per occurrence; (c) professional liability insurance, including workers' compensation and unemployment insurance where required, in an amount not less than \$1,000,000 per occurrence; and (d) commercial umbrella insurance in an amount not less than \$2,000,000 per occurrence. Vendor will provide Square documentation evidencing the required coverage.

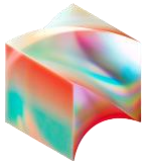
**PUBLICITY.** Vendor will not issue any public statements or use Square's trademarks or logo without Square's express prior written consent.

**LIMITED LIABILITY: IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE, SHALL SQUARE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND ITS LIABILITY ARISING OUT OF THIS PO WILL NOT EXCEED THE AMOUNT ACTUALLY PAID TO VENDOR UNDER THIS POTC.**

**GOVERNING LAW:** This POTC is governed by the laws identified in Exhibit A in accordance with the applicable Square entity. For any dispute arising out of or relating to this POTC, the Parties consent to personal jurisdiction in, and the exclusive venue of, the courts identified in Exhibit A.

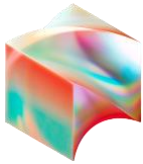
**MISCELLANEOUS:** The relationship of Square and Vendor is that of independent contractor. No term or condition of this POTC may be amended or deemed waived, except by a writing signed by both parties. No right or obligation under this POTC (including the right to receive monies due) may be assigned, delegated or subcontracted by Vendor without the prior written consent of Square, and any purported assignment without such consent will be void. For purposes of further clarity, Vendor acknowledges and agrees that only the Square entity issuing the PO shall be liable with respect to the underlying PO, and any other Square entity shall not be jointly, severally, or liable in any other manner with respect to such PO, and Vendor hereby irrevocably and unconditionally releases each of those entities from any and all claims, liability, losses, damages, costs and expenses with respect to that PO.

## **EXHIBIT A - APPLICABLE TERRITORY BY SQUARE PARTY**

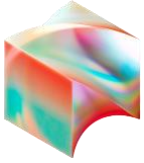


The Parties agree that "Territory" for purposes of this Agreement shall be determined based on the Square Party.

Territory	Square Party	Address	Governing Law	Venue
United States	Afterpay US Services, LLC	1955 Broadway Suite 600 Oakland, CA 94612	The laws of the State of California and the United States	The courts in Alameda County, California
	Afterpay US, Inc. (DE)	1955 Broadway Suite 600 Oakland, CA 94612	The laws of the State of California and the United States	The courts in Alameda County, California
	Block, Inc.	1955 Broadway Suite 600 Oakland, CA 94612	The laws of the State of California and the United States	The courts in Alameda County, California
	Cash App Taxes, Inc.	1955 Broadway, Suite 600, Oakland, CA 94612	The laws of the State of California and the United States	The courts in Alameda County, California
	Square Financial Services, Inc. (UT)	3165 E. Millrock Drive, Suite 160, Holladay, UT 84121	The laws of the State of California and the United States	The courts in Alameda County, California

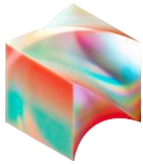


	Square Trading (Shenzhen) Company Limited (China)	1509-C05, Floor 15, Gemdale Center, No. 2007 Shennan Road, Futian Sub-District, Futian District, Shenzhen, P.R.	The laws of the State of California and the United States	The courts in Alameda County, California
		China		
	Square International Services, Inc. (DE)	1955 Broadway, Suite 600, Oakland, CA 94612	The laws of the State of California and the United States	The courts in Alameda County, California
	Squareup Mexico, S. de R.L. de C.V	Xochicalco No. 620, Letrán Valle, Benito Juárez, Ciudad de México, 03650, Mexico	The laws of the State of California and the United States	The courts in Alameda County, California
Worldwide, other than the United States, Canada, Australia, Japan, and the United Kingdom	Block XYZ Limited (Ireland)	70 Sir John Rogerson's Quay, Dublin 2, Ireland	The laws of Ireland	The courts in Dublin, Ireland
	Cash App Innovation (IE) Ltd. (Ireland)	70 Sir John Rogerson's Quay, Dublin 2, Ireland	The laws of Ireland	The courts in Dublin, Ireland
	Cash App World Ltd. (Bermuda) (formerly LWAC, Ltd. as of 2/10/23)	Canon's Court 22 Victoria Street Hamilton, Pembroke HM 12, Bermuda	The laws of Bermuda	The courts in Hamilton, Pembroke, Bermuda

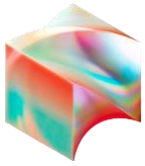


	GoParrot S.R.L. (Moldova)	MD-2045, str. Studentilor, 9/11, mun.Chişinău, Republica Moldova	The laws of Ireland	The courts in Dublin, Ireland
	Square Capel (IE) Limited (Ireland)	70 Sir John Rogerson's Quay, Dublin 2, Dublin	The laws of Ireland	The courts in Dublin, Ireland
	Squareup International Limited (Ireland)	70 Sir John Rogerson's Quay, Dublin 2, Dublin	The laws of Ireland	The courts in Dublin, Ireland
	Squareup (France) SAS (France)	4 Rue De Marivaux, 75002 Paris 2	The laws of Ireland	The courts in Dublin, Ireland

	Squareup International Limited, Succursale en France (French Branch)	54-56 Avenue Hoche, 75008 Paris, France	The laws of Ireland	The courts in Dublin, Ireland
United Kingdom	Block Global B.V. (Netherlands)	Registered Address: Strawinskylaan 411, WTC, Tower A, 4th Floor, 1077XX Amsterdam  Postal Address: Postbus 79141, 1070ND Amsterdam	The laws of England and Wales	The courts in London, England

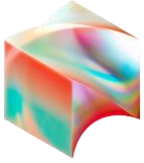


	Block Global B.V., Taiwan Branch	29 Section 5, Zhongxiao East Road Xinyi District Taipei, City 11065 Taiwan	The laws of England and Wales	The courts in London, England
	Cash App Innovation (UK) Ltd. (United Kingdom)	6th Floor One London Wall London EC2Y 5EB	The laws of England and Wales	The courts in London, England
	Clearpay Finance Limited (UK)	101 New Cavendish St London, UK W1W 6XH	The laws of England and Wales	The courts in London, England
	Clearpay Receivables Warehouse 2020-1 Limited (UK)	1 Bartholomew Lane London EC2N 2AZ	The laws of England and Wales	The courts in London, England
	Clearpay	1 Bartholomew Lane	The laws of	The courts in
	Receivables Warehouse 2020-2 Limited (UK)	London EC2N 2AZ	England and Wales	London, England
	Clearpay S.A.U. (Spain)	Barcelona, Avinguda Diagonal n° 579, 8 <sup>a</sup> planta, 08014	The laws of England and Wales	The courts in London, England

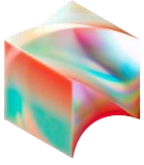


Clearpay Technology, S.L. (Spain)	Barcelona, Avinguda Diagonal nº 579, 8ª planta, 08014	The laws of England and Wales	The courts in London, England
Decentralized Global Payments, S.L. (Spain)	Plaza Cataluña 9, 3ra planta, 08002 Barcelona	The laws of England and Wales	The courts in London, England
Snackskal AB (Sweden)	c/o Advokatfirma DLA Piper Sweden KBBBox 7315103 90 STOCKHOLM	The laws of England and Wales	The courts in London, England
Squareup Europe Ltd.	101 New Cavendish St London, UK W1W 6XH	The laws of England and Wales	The courts in London, England
Squareup International Services Ltd.	6th Floor One London Wall London EC2Y 5EB	The laws of England and Wales	The courts in London, England
Squareup (UK) Ltd.	6th Floor One London Wall London EC2Y 5EB	The laws of England and Wales	The courts in London, England
Verse Payments Lithuania UAB (Lithuania)	Workland Verse Payments Lithuania, UAB Gedimino pr. 9 (Fourth Floor) LT- 01103 Vilnius Lithuania	The laws of England and Wales	The courts in London, England



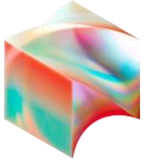


Japan	Square Holdings K.K. (Japan)	Square K.K. 10F Tri-Seven Roppongi, 7-7-7,Roppongi, Minato-ku, Tokyo, 106-0032, Japan	The laws of Japan	The Tokyo District Court
Australia	Afterpay Australia Pty Ltd (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
	Afterpay China Holdings Pty Ltd (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
	Afterpay Corporate Services Pty Ltd (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia

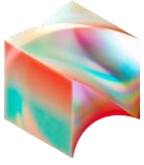


Afterpay Information Technology Service (Shanghai) Co., Ltd. (China)	Unit 1506B, Jin Mao Tower Office Building, No. 88, Century Avenue, Pudong District, Shanghai, People's Republic of China	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
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Afterpay International Holdings Pty Ltd (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
Afterpay NZ Limited (New Zealand)	TMF Group, Level 11, 41 Shortland Street, Auckland Central 1010 PPB: QB Studios, Studio 4, 206 Jervois Rd, Herne Bay 1011	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
Afterpay Pty Ltd (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
Square AU Pty. Ltd. (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia



	Touch Australia Pty Ltd (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
	Touch Networks Pty Ltd (Australia)	Queen & Collins Tower Level 8 376 – 390 Collins Street Melbourne, Vic 3000	The laws of the State of Victoria, Australia	The courts in Victoria, Australia
Canada <sup>1</sup>	Afterpay Canada Limited (Canada)	Suite 2600, Three Bentall Centre 595 Burrard Street, PO Box 49314 Vancouver BC V7X 1L3	The laws of the Province of Ontario and the applicable federal laws of Canada	The courts in Ontario, Canada
	Cash App Canada Payments ULC (Canada)	1600 - 925 West Georgia Street Vancouver BC V6C 3L2 Canada	The laws of the Province of Ontario and the applicable federal laws of Canada	The courts in Ontario, Canada
	Square Canada Inc. (Canada)	5000 Yonge Street, Suite 1501, Toronto, Ontario M2G 7E9	The laws of the Province of Ontario and the applicable federal laws of Canada	The courts in Ontario, Canada



	Square Technologies, Inc. (Canada)	119 King Street West, Suite 400, Kitchener, Ontario N2G 1A7	The laws of the Province of Ontario and the applicable federal laws of Canada	The courts in Ontario, Canada
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Canada If the Territory is Canada, Square Technologies, Inc. and Square Canada, Inc. are both contracting parties for Square. Square Technologies, Inc. is the Square Party for integrations, revenue sharing, and referrals related to software-as-a-service, and hardware, and Square Canada, Inc. for integrations, revenue sharing and referrals related to payment processing. If the Territory where Company desires to integrate Company Services with the Square Services and/ or market the Square Services as set forth in the Agreement is Canada, the applicable Square Party (either Square Technologies, Inc. or Square Canada, Inc.) shall each be liable solely with respect to claims arising out of or related to their respective performance of their respective obligations under the Agreement; and Company hereby irrevocably and unconditionally releases each of those entities from any such claims, liability, losses, damages, costs and expenses with respect to the other entity's performance under this Agreement.