

EMJ.NEXUS Enterprise Subscription Master Commercial Terms

Subscriber Reading Edition SR1 | EMJ-NEXUS-MCT-001 | v1.0

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Legal provider EMJ LIFE HOLDINGS PTE. LTD. | Singapore UEN 202445078N

Contract Effective Date is determined by the executed Order Form. Template release does not activate service.

Reading and acceptance

This document is one of the seven required Stage Two acknowledgements. At Stage Two, read and download it while completing the Enterprise profile. OF has its separate reading-and-acceptance gate after KYB and before subscription plan selection.

Complete all fourteen required profile fields and separately acknowledge MCT, DPA, SEC, SLA, DRE, EIPP and CPS. Together with cleared payment and the correct Enterprise EGC ID, these are the conditions for the once-only first 200 E-IPP Points. A document checkbox alone does not confirm payment or activate service.

1. Enterprise Contract and Governance Pack

1.1 Complete contract framework

The Agreement comprises the eight documents in the v1.0 release register: these Master Commercial Terms (MCT), Enterprise Order Form (OF), Data Processing Addendum (DPA), Security Schedule (SEC), Service Level Agreement (SLA), Data Rights & Exit Schedule (DRE), E-IPP Points & Score Policy (EIPP), and Enterprise Digital Behaviour Evidence Compendium Schedule (CPS).

The Compendium Schedule establishes the optional service terms but creates a purchase obligation only when a separate Compendium request is accepted. The other schedules are mandatory within their stated scope. A processing annex and any expressly signed amendments form part of the applicable transaction. Contract effectiveness is determined under OF Section 1.3; access activation is a separate condition.

1.2 Complete disclosure principle

The applicable controlled documents are made available before the Enterprise accepts OF. OF alone is read and affirmatively accepted after KYB and before plan selection. MCT, DPA, SEC, SLA, DRE, EIPP and CPS are each separately acknowledged during Stage Two. Their separate acknowledgement is not inferred from the earlier OF acceptance. No material rule governing any of the following shall apply as a hidden rule:

- Enterprise rights;
- Enterprise restrictions;
- Enterprise Data;
- Personal Data;
- Evidence Objects;
- evidence continuity;
- EGC ID status;
- E-IPP Points;
- E-IPP Score;
- Compendium delivery;
- DOI access;

- termination;
- export;
- Historical Records;
- exit.

Any material rule concerning the above matters must be included in, or expressly incorporated into, the Agreement.

1.3 Acknowledgement

The OF-acceptance record and the seven separate Stage Two document records together evidence the applicable acknowledgements below. The platform records each only when it occurs; OF acceptance alone does not assert that the seven Stage Two acknowledgements have occurred. The Enterprise confirms, at the applicable step, that it:

- received the applicable Agreement documents;
- had an opportunity to review them;
- understands the applicable commercial and governance rules;
- accepts the document hierarchy;
- understands the difference between Enterprise Input Data and EMJ.NEXUS Metadata;
- understands that EMJ.NEXUS is not automatically an audit, assurance, certification or regulatory service;
- understands that termination may preserve Historical Records while restricting active platform functions.

2. Parties, Product and Service

2.1 Service Provider

The legal contracting, invoicing and service-provider entity is EMJ LIFE HOLDINGS PTE. LTD., Singapore UEN 202445078N, with registered office at 8 CROSS STREET, #24-03, MANULIFE TOWER, SINGAPORE 048424.

EMJ.LIFE is the enterprise and service brand. A different contracting entity requires an express written amendment identifying that entity and its applicable licensing and processing arrangements; branding or a billing contact does not change the legal counterparty.

Designated legal, billing, support, security and privacy intake: infrastructure@emj.life. Notices must identify their purpose. A dedicated replacement contact may be designated under Section 21.

2.2 EMJ.NEXUS ecosystem and enterprise service

EMJ.LIFE is an Institutional Evidence Systems Integrator focused on Pre-Disclosure Evidence Infrastructure. EMJ.NEXUS is its governed evidence ecosystem. Evidence Infrastructure as a Service (ElaaS) is the paid enterprise service category supplied under this Agreement; EMJ.NEXUS is not a separate legal entity.

The contracted enterprise service supports EGC ID administration, approved Nodes, Missions, Evidence Objects, source and time records, versions, relationships, control states, rights boundaries, integrity, continuity and controlled delivery, within the Order Form scope.

MCP means the controlled machine interface through which the EMJ.NEXUS database exposes authorised tasks, Points, Score, versions and applicable rules. It does not mean a Mission Cooldown Period. Machine access, API development and integration are

included only to the extent stated in the Order Form. Task Reissue Cooldown is separately defined in Section 6.2.

2.3 Subscriber

The Subscriber or Enterprise is the legal entity identified in the applicable Enterprise Order Form. The Subscriber is responsible for ensuring that:

- its authorised signatory has authority;
- its Enterprise information is accurate;
- its users are authorised;
- its data and instructions are lawful;
- its use complies with the Agreement.

2.4 Common terms and time rules

Business Day means Monday to Friday, excluding Singapore public holidays, unless an expressly agreed jurisdiction-specific obligation requires another meaning. Business Hours means the Support Hours on a Business Day. Contractual operating time is Singapore time (UTC+08:00); calendar days are consecutive days, including weekends and holidays.

Contract Effective Date is the date the Order Form is last signed or its expressly agreed effective date. Activation Date is the written date of confirmed service activation. Subscription Term is the twelve-month period stated in the Order Form, beginning on the Activation Date unless both parties expressly agree otherwise. Mission includes a controlled task where used in the platform. A Node is a governed relationship record or approved participation configuration; it is not a certification or transfer of another entity's data rights.

3. Commercial and Governance Positioning

3.1 Nature of the service

The paid enterprise ElaaS offering uses the governed EMJ.NEXUS ecosystem to support pre-disclosure evidence organisation, provenance, time/version/relationship integrity and controlled delivery. It is not limited to ordinary file storage or document hosting. External professional decisions remain with the accountable Enterprise and its authorised advisers or institutions.

3.2 No automatic external conclusion

EMJ.NEXUS, EGC ID, Node, Mission, MCP, Evidence Object, E-IPP Points, E-IPP Score, JSON evidence file, DOI or Compendium does not automatically constitute:

- an audit;
- a review;
- an assurance engagement;
- a verification;
- a certification;
- a legal opinion;
- a regulatory filing;
- a regulatory approval;
- a tax, accounting or financial conclusion;
- an investment or financing qualification;
- a supplier qualification;
- an ESG or sustainability rating;
- a carbon credit, carbon reduction or carbon claim;

- a human-rights, environmental, social or governance conclusion;
- a government endorsement;
- a third-party acceptance.

The Enterprise remains responsible for:

- its legal and regulatory obligations;
- its accounting and tax positions;
- its disclosures;
- its external statements;
- its use of evidence;
- its dealings with auditors, regulators, investors, customers, suppliers and other third parties.

3.3 External-result boundary

EMJ.LIFE shall perform its contractual platform, governance, data-handling and delivery obligations. However, EMJ.LIFE does not control and does not warrant:

- whether a regulator accepts an Enterprise submission;
- whether an auditor or assurance provider relies on a Compendium;
- whether a customer accepts a Mission or Evidence Object;
- whether an investor grants financing;
- whether a supplier qualifies;
- whether an external standard-setter accepts a mapping;
- whether a third party accepts an E-IPP Score;
- whether a public DOI remains indexed by a third-party service.

4. IFRS Foundation, ISSB and SASB licensing boundaries

EMJ.LIFE's references to IFRS Foundation, ISSB and SASB Level III commercial licensing describe its applicable commercial licensing framework. Rights to use licensed material are confined to the executed licence, legal entity, product scope, version, term, territory, attribution and permitted uses actually in force. No licence right is extended merely by this Agreement.

Before activation of a licensed-content function, EMJ.LIFE shall verify and record that the function, any export or redistribution, machine access and proposed AI use are within the applicable rights. The Order Form records enabled licensed-content functions and any customer restrictions. EMJ.LIFE shall disable an unsupported function rather than imply a right that has not been established. A public licensee directory is supporting evidence, not a substitute for the licence's operative scope.

Neither licensing, a mapping, a reference nor an EGC ID constitutes institutional endorsement, official certification, assurance, regulatory approval or approval of an Enterprise's data or conclusions. Third-party logos and marks may be used only with the required permission and attribution.

5. Pre-Subscription Registration and Activation

5.1 Stage One registration and subscription eligibility

The applicant supplies only its full legal entity name, LEI and controlled invitation email for initial enterprise registration. EMJ.LIFE queries GLEIF public LEI reference data, compares the official legal name with the supplied name, and verifies the invitation email against the approved Enterprise/LEI invitation record and control of that mailbox. An ordinary email confirmation alone does not establish a controlled invitation or representative authority.

A direct controlled invitation and an ecosystem-Node application use the same verification conditions. An application does not become an invitation or subscription approval automatically; once accepted, its Enterprise/LEI and designated email are entered in the controlled invitation record. Successful Stage One verification confers eligibility to subscribe, not an EGC ID, Points, active task rights or certification.

The same LEI query collects available Stage One identity fields listed in Section 5.5. Available source values are stored with provenance, source update date and query time and carried forward without duplicate enterprise entry. GLEIF public core LEI data does not supply the Enterprise invitation/administrator email and does not establish the authority of every signatory or user. Signing authority and administrator roles are separately recorded for execution and access.

LEI is the primary external corporate identifier; EGC ID is a separate internal identifier. D-U-N-S is optional Stage Two enrichment, not an alternative mandatory route. GLEIF, an LEI issuer and D&B do not become EMJ.NEXUS operators, governance bodies, assurance providers or endorsers merely through identifier use. A D&B match is claimed only when an actual permitted comparison is recorded; a D&B arrangement is not a launch, subscription or initial-allocation dependency.

This is the platform enterprise identity and invitation-control process; an identifier match or PROFILE_COMPLETE is not a comprehensive credit, sanctions, beneficial-ownership, certification or legal-compliance conclusion. EMJ.LIFE separately handles an actual lawful requirement, identity discrepancy or security risk with a documented proportionate review.

Applicant identity, invitation/contact, fraud prevention and contract/billing administration use the role in DPA Section 3.2 and the applicable notice, recipient, transfer, retention and rights controls. No telephone number is mandatory for initial registration.

5.2 Contract payment and EGC ID issuance

After Stage One eligibility confirmation, the Enterprise accepts OF before plan selection and the parties confirm the selected subscription order. The seven separate document acknowledgements occur during Stage Two; required processing/transfer annexes must be effective before processor workflows begin. Cleared subscription payment means received funds or confirmed settlement by the agreed payment provider. EMJ.LIFE issues or associates the correct enterprise EGC ID when the effective Agreement and cleared subscription payment are recorded. Stage Two profile completion is not a prerequisite to subscription eligibility or paid EGC ID issuance.

Record the LEI/Enterprise association, verified invitation account, payment reference, issue time and initial Score zero. Payment retries, multiple accounts and later renewals/upgrades shall not create duplicate EGC IDs or duplicate initial allocations. Reuse the same verified entity association, subject to a documented successor/change-of-entity review.

An expressly agreed invoice-credit arrangement may change the due date but does not itself count as cleared payment for EGC ID or initial Points. A different issuance/payment rule requires an express signed amendment identifying this clause under Section 24.

Before production processor services commence, EMJ.LIFE confirms effective processing/transfer documents, authorised administrators, security baseline, actual processing locations/Sub-processors, licensed-function scope and production readiness. EGC ID issuance, contractual service activation, PROFILE_COMPLETE and task

permissions are separate records. Payment or an identifier does not authorise unsupported Processing or licensed functions.

5.3 Activation condition and pre-activation remedy

An Active Subscription requires completed Stage One identity/invitation and eligibility review, an effective Agreement, cleared subscription payment and its EGC ID association, completed applicable processing/security/licensing checks, and written Activation Confirmation. PROFILE_COMPLETE is a separate Stage Two condition for initial Points and new task/evidence permissions, not a condition to eligibility, paid EGC ID issuance or account/profile administration. A signed credit arrangement is not cleared payment; any different service-commencement treatment must expressly amend this clause under Section 24.

EGC ID issuance follows Section 5.2. Initial Score is zero; the first 200 E-IPP Points are allocated only when cleared payment, the Enterprise EGC ID, all fourteen required fields and the seven Stage Two document acknowledgements are recorded under Section 5.6 and EIPP Section 4. Service activation, payment or identifier issuance alone does not trigger Points. Renewal, Upgrade and reactivation do not independently trigger a repeat initial allocation.

Unless the Order Form specifies an agreed implementation schedule, EMJ.LIFE shall confirm activation within five Business Days after all activation prerequisites are complete. It shall identify missing prerequisites within two Business Days of receiving the completed submission. If activation is declined for reasons not caused by the Enterprise, or is not provided within ten Business Days after the agreed activation deadline, the Enterprise may cancel the unactivated service and receive the related Subscription Fee within thirty calendar days. A separately accepted implementation fee may be retained only for conforming work already delivered and expressly priced. Fraud, illegality or inaccurate Enterprise information is handled under Sections 14 and 19 and applicable law, not by automatic forfeiture of all sums.

5.4 Activation does not equal certification

Activation does not mean that the Enterprise, its Node, its Mission, its evidence or its disclosures have been:

- certified;
- assured;
- verified;
- approved;
- rated;
- endorsed;
- legally validated.

5.5 Enterprise profile fields and provenance

The Enterprise profile contains the following 15 fields: nine Stage One source identity fields and six Stage Two supplementary/derived fields. It is not a requirement to re-enter 15 fields. The controlled invitation email, headquarters address, RegistrationStatus, LastUpdateDate, NextRenewalDate, query time and source/verification references are separate account or system records. Fields 1 to 14 are required, subject to the documented applicability/source-gap treatment below; field 15, D-U-N-S, is optional.

No.	Enterprise field	Source and completion rule
1	LEI	Stage One verified; system-held identity key
2	Full legal entity name	GLEIF LegalName; compared with applicant name
3	Legal jurisdiction	GLEIF LegalJurisdiction; not inferred from address country
4	Registration number	GLEIF RegistrationAuthorityEntityID
5	Registration authority	GLEIF RegistrationAuthorityID with authoritative code-list name
6	Legal registered address	GLEIF LegalAddress
7	Entity legal form	GLEIF LegalForm / EntityLegalFormCode with ISO 20275 ELF mapping
8	Legal entity status	GLEIF EntityStatus; distinct from LEI RegistrationStatus
9	Entity creation date	GLEIF EntityCreationDate; not InitialRegistrationDate
10	Operating address	Required at Stage Two; confirmed same-as address permitted
11	Tax / VAT / EIN identifier	Conditionally required under the disclosed jurisdiction rule; type, number and jurisdiction recorded
12	SASB / SICS Code	Required at Stage Two; selected from a controlled versioned list
13	SASB / SICS Name	System-generated from the selected Code; no independent free text
14	Supply-chain role	Required at Stage Two; permitted roles may be selected together
15	D-U-N-S Number	Optional Stage Two enrichment; not an eligibility, completion or Point gate

Source identity values are read-only to ordinary enterprise users, with controlled refresh, attributable versions and separate supplementary records. Some source fields may be absent or use a code requiring lookup. A missing source value uses documented supplementary evidence or an approved applicability exception with reason, authority, source and time. A blank read-only field shall not cause an unexplained permanent completion block. LEI and confirmed legal identity cannot be waived as unknown. A resolved exception is not a representation that GLEIF supplied the value.

Legal registered address, headquarters address and operating address are separate concepts. A confirmed same-as selection may satisfy the operating-address field. Tax identifier type/number/jurisdiction remain separate from company registration. Jurisdiction-dependent tax requirements and permitted not-applicable cases are disclosed before collection; no undisclosed mandatory tax field may be imposed retrospectively.

SICS Code is selected from a controlled versioned list; the corresponding Name is generated automatically. SASB template mapping remains within the applicable licence and enabled scope. Supply-chain role is enterprise-supplied and may be multiple; selecting Certifier does not establish certification authority. Primary Business Activity, Primary Industry and Secondary Industry are not separate required fields in this release.

D-U-N-S is optional enrichment. Record NOT_VERIFIED, MATCHED or UNMATCHED only according to actual documented comparison; Enterprise entry alone is not MATCHED. Absence, non-comparison or mismatch does not itself block profile completion, paid

EGC ID issuance or 200 E-IPP. An actual identity discrepancy may be reviewed under the ordinary documented controls without making optional D&B access a universal condition.

5.6 Stage Two profile completion and initial allocation

PROFILE_COMPLETE records that Stage One identity data has been checked or its source gaps resolved, operating address is supplied/confirmed, SIC Code and derived Name are consistent, supply-chain role is supplied, and applicable tax identifier requirements are satisfied or a documented permitted not-applicable treatment is recorded. Completion checks basic completeness and consistency; it does not mean every field was independently assured.

Once cleared subscription payment, the correct EGC ID, PROFILE_COMPLETE for all fourteen required fields and the seven separate Stage Two document acknowledgements are recorded, the system allocates the first 200 E-IPP Points once for that Enterprise EGC ID under EIPP Section 4. D-U-N-S is excluded from required completion fields. Later enrichment, profile edits, retries, renewals, Upgrade or reactivation do not create another initial allocation. Point usability remains subject to the active contracted service, task permissions and EIPP.

5.7 LEI refresh and task permissions

Record the applicable source-refresh interval, verification freshness, source-failure handling and material-status review in the Order Form before enabling new task/evidence functions. Refresh at onboarding, profile confirmation and the disclosed regular interval, and review notified material identity changes. A periodic public-data query is not a guarantee of real-time business status.

New Mission publication/claiming and new governed evidence submission require PROFILE_COMPLETE, an active contracted service, EntityStatus ACTIVE and the applicable approved role/Node, plan, task and enabled-function scope. EntityStatus INACTIVE prevents new task/evidence activity. RegistrationStatus LAPSED requires renewal and restricts new tasks/evidence; it does not mean the Enterprise has ceased operation. Unknown, invalid, duplicate or materially conflicting source results receive reasoned identity review, not a false ACTIVE label.

The Enterprise shall receive the affected function, reason, source/query date, corrective route and review record. MCT Section 14(a) controls notice, proportionality and restoration. A temporary source timeout is recorded as a freshness/review issue, not as proven company closure. No LEI-related restriction automatically terminates the Agreement, revokes an issued EGC ID, forfeits valid Points, resets historical Score or deletes prior evidence. Existing lawful access/export, correction and historical rights remain; continuity is assessed under DRE Section 9 and CPS Section 4.2.

LEI identity, invitation verification, PROFILE_COMPLETE, seven-document acceptance, payment, EGC ID issuance, service activation, Point allocation, task permissions, account access and evidence/publication status are independent state domains. A change in one does not silently overwrite another.

6. Subscription Plans and Task Reissue Cooldown

6.1 Plans

Plan	Annual fee (USD)	Nodes	Task reissue categories
Foundation	1,440	1	Ultra-high
Professional	4,800	20	Ultra-high; high
Business	12,000	100	Ultra-high; high; medium
Network S3000	30,000	500	All four standard categories
Enterprise S5000	60,000	Unlimited*	All four standard categories

* Unlimited means no numerical plan cap. It remains subject to disclosed technical capacity, reasonable use, security, KYB and applicable law. Any customer-specific numerical or configuration constraint must be disclosed in the Order Form before acceptance; no undisclosed limit may be imposed retroactively.

All prices are annual prepaid base Subscription Fees, exclusive of applicable taxes. No discount, additional service or credit applies unless expressly agreed in the Order Form.

6.2 Task Reissue Cooldown categories

Standard category	Task Reissue Cooldown (days)
Ultra-high frequency	A positive task-defined value up to and including 14
High frequency	30 to 90, inclusive
Medium frequency	More than 90, up to and including 180
Low frequency	365

These are the standard supported reissue categories, not a continuous range of all possible durations. Values from 15 to 29 and above 180 but below 365 are not standard entitlements; any such configuration requires express written scope in the Order Form. A 90-day value belongs only to the high-frequency category.

Cooldown applies only to an authorised school or enterprise reissuing a controlled task. Claiming a task has no cooldown. Task-specific values and eligibility are disclosed with the effective rule version. A cooldown is not a reporting period, legal deadline, availability target, assurance period or entitlement to Points or Score.

6.3 No duplicate recognition

The Enterprise shall not evade task reissue, capacity, Point, Score or access controls through duplicate accounts/entities, fictitious Nodes, artificial renaming or time separation, or repeated submissions of the same underlying activity. The governing task ID, rule version and event history shall identify each recognised activity. Claiming remains free from issuance cooldown as stated in Section 6.2.

7. Annual Payment, Renewal and Upgrade

7.1 Annual prepaid commitment

The Subscription is a twelve-month commitment paid annually in advance. Standard fees, taxes and any additional fees must be disclosed before acceptance. No discount applies unless stated in the Order Form.

Non-use, partial use, unused capacity or Missions, supplier non-participation, personnel or budget changes and corporate restructuring do not create a refund or monthly cancellation right. This rule does not exclude mandatory legal rights, pre-activation refunds under Section 5.3, provider-default or service-discontinuation refunds under Section 14, SLA credit settlement, or the Compendium Schedule's delivery remedies.

7.2 Renewal

There is no automatic renewal or charge merely because an end date is reached. Renewal requires an executed renewal Order Form or an express written/electronic acceptance by authorised representatives identifying the new term, fees, scope and all applicable controlled documents, together with the agreed payment arrangement before activation of the renewed period.

The EGC ID's Annual Platform Cycle anchor and valid Score history continue under EIPP. A material change applies only after acceptance under Section 25.2.

7.3 Upgrade

An Upgrade requires an agreed revised Order Form, plan and scope, amount due and effective date. Unless that Order Form expressly uses a co-terminous arrangement, the upgraded plan begins a new twelve-month Subscription Term on the Upgrade effective date and its full annual base fee is payable in advance.

Prior fees are not refunded solely because of an Upgrade. Any negotiated Subscription Credit, its value, expiry and permitted application must be expressly recorded. If approved, it may be applied only to the base annual fee for the new complete upgraded Subscription Term; it is not cash, is non-transferable and cannot be applied to tax, implementation, integration, professional services or third-party charges. No credit is implied.

An Upgrade does not issue a further 200 E-IPP Points or reset Score. It does not restart the EGC ID's Annual Platform Cycle under EIPP Section 5.1 or create retroactive evidence continuity.

7.4 Downgrade

A downgrade is unavailable during the current Subscription Term unless EMJ.LIFE agrees in writing. An approved downgrade takes effect at renewal or on another agreed date. A downgrade does not create a refund for unused capacity.

8. EGC ID, E-IPP Points and E-IPP Score

8.1 EGC ID

An EGC ID is an internal EMJ.NEXUS enterprise-governance identifier. It is not:

- a company-registration number;
- a D-U-N-S Number;
- a tax identifier;
- an LEI;

- a supplier number;
- a credit identifier;
- a certification;
- a legal identity;
- an external approval.

8.2 E-IPP Points

E-IPP Points are controlled non-cash, non-transferable participation units governed exclusively by EIPP. The first 200 Points are allocated after cleared payment, EGC ID issuance, completion of all fourteen required fields and the seven Stage Two document acknowledgements under Section 5.6, not merely at activation. Approved supply-chain task outcomes may change the balance. Eligible annual reset allocation is at least 200 and at most 500 under EIPP; 500 is not a cap on operational task-earned balance. Annual reset cannot bypass the initial profile-completion requirement.

Points have no monetary value, cannot be redeemed or traded, and are not financial instruments, carbon credits or Subscription Fee credits. Task publication, Compendium fees, normal document generation and an Upgrade do not themselves consume or award E-IPP.

8.3 E-IPP Score

E-IPP Score is governed by the E-IPP Points & Score Policy. It:

- begins at zero;
- may accumulate through eligible Governed Activity;
- does not automatically reset to zero upon renewal or Upgrade;
- does not constitute an external rating;
- does not constitute compliance, assurance, certification, supplier qualification or financial value.

9. Data Rights and Metadata

9.1 Enterprise Input Data

The Enterprise retains its pre-existing rights in Enterprise Input Data lawfully submitted by or on behalf of the Enterprise. The Enterprise shall ensure that it has all permissions, notices, authorisations and lawful bases required for EMJ.LIFE to process the data under the Agreement.

9.2 EMJ.NEXUS Metadata

EMJ.LIFE or its licensors own or control EMJ.NEXUS Metadata, including:

- schemas;
- taxonomies;
- governance labels;
- control states;
- platform identifiers;
- relationship structures;
- version structures;
- publication metadata;
- delivery metadata;
- system metadata;
- technical metadata;
- configuration information;
- product information.

These platform rights do not create proprietary rights in LEIs or raw GLEIF reference data supplied through its public access service, which retains its applicable public-data terms. Nor does storage transfer ownership of the Enterprise's underlying profile submissions. Source facts, enterprise supplements, licensed SICS material and proprietary platform structure remain distinguishable; no GLEIF trademark, partnership or endorsement right is implied.

9.3 No implied transfer

The Subscription, EGC ID, Points, Score, Evidence Object or Compendium delivery does not transfer ownership of EMJ.NEXUS Metadata or EMJ.LIFE intellectual property. The Enterprise receives only the limited access and use rights expressly granted by the Agreement.

10. Service Access and Use Restrictions

10.1 Limited service and retained-deliverable rights

During an eligible Subscription Term, the Enterprise receives a limited, non-exclusive, non-transferable and non-sublicensable right to use the contracted service through its authorised personnel.

The separate right to retain and use lawfully delivered evidence files and their embedded enterprise-specific Metadata survives the end of platform access under DRE Section 4.2. It includes authorised internal and external evidence use, not the right to operate a competing platform, reconstruct proprietary schemas/logic, or redistribute licensed content beyond its actual licence.

10.2 Prohibited conduct

The Enterprise shall not:

- reverse engineer EMJ.NEXUS;
- reconstruct platform Metadata;
- copy or commercialise EMJ.NEXUS governance logic;
- provide EMJ.LIFE schemas or control models to competitors;
- create unauthorised derivative products;
- bypass security controls;
- share credentials;
- misuse an EGC ID;
- manipulate Mission, Node, Point or Score records;
- make unauthorised public disclosures;
- use the service unlawfully;
- use the service to infringe third-party rights.

10.3 Enterprise responsibility

The Enterprise is responsible for:

- users;
- credentials;
- internal access;
- Enterprise Input Data;
- Enterprise instructions;
- Node information;
- Mission information;
- third-party permissions;
- external statements;

- legal and regulatory use of outputs.

11. Optional Compendium Service

A Compendium is separately requested and priced at USD 1,000, exclusive of tax, per one-time Compendium, unless an express signed amendment states otherwise. It requires at least 180 consecutive calendar days of eligible governed evidence; reaching that period does not create a Compendium automatically.

The binding delivery period is seven calendar days from the Production Start Date determined under CPS Sections 5 to 7. All seven core deliverables in CPS Section 8 are included. External indexing is not a prerequisite to delivery. Pauses, registration delay, correction, cancellation and refund remedies are exclusively governed by CPS Section 7 and CPS Sections 15 to 18.

The service is not audit, assurance, certification, legal advice, regulatory approval or a guarantee of external acceptance, and it does not award Points/Score or repair an interrupted evidence period.

12. Security, Privacy and Service Levels

12.1 Data processing

Personal Data processing is governed by the DPA.

12.2 Security

Technical and organisational safeguards are governed by the Security Schedule.

12.3 Service levels

Availability, support, maintenance, incident management and Service Credits are governed by the SLA.

12.4 Data exit

Data ownership, export, Historical Records, termination status and exit are governed by the Data Rights & Exit Schedule.

12.5 Incorporated documents

The Enterprise acknowledges that these documents form part of the Agreement and apply according to their stated scope and priority.

13. Termination, Historical Records and Continuity

13.1 Termination and temporary suspension status

On termination, expiry or non-renewal, active Mission, Node and new governed activity stops from the effective cessation date; the account becomes Inactive or Restricted, unused Points expire under the E-IPP Policy, Score history is preserved subject to lawful retention, and the exit process begins.

A temporary suspension freezes affected functions and may disable Point use, but is not by itself termination or Point forfeiture. The Annual Platform Cycle and temporary-suspension reset treatment are governed by EIPP Section 14.1. A technical outage or protective suspension does not automatically invalidate the evidence period: its effect is assessed under DRE Section 9.1 and CPS Section 4.2 from the actual source, time and integrity records.

13.2 Historical Records

Termination does not automatically delete:

- Historical Records;
- Evidence Objects;
- Metadata;
- Node records;
- Mission records;
- Continuity Records;
- Association Records;
- Time-Integrity Records;
- Version Records;
- E-IPP Score history;
- DOI, JSON and delivery records.

Retention, archiving, deletion, anonymisation and access restriction are governed by the Data Rights & Exit Schedule, DPA and applicable law.

13.3 No retroactive continuity

Reactivation after actual cessation starts a new governed period. Period A, an inactive gap and Period B remain separately attributable and shall not be presented as one uninterrupted period. A later payment or renewed account does not backdate new activity. Validated recovery of original timely source records after a technical outage is distinguished from fabrication or unauthorised backdating.

14. Service Suspension and Termination Rights

14(a) Proportionate suspension. EMJ.LIFE may restrict only the affected functions where reasonably necessary for actual security risk, unlawful/abusive use, a binding legal/licensing restriction or material breach. It shall give notice and reasons before suspension where practicable, otherwise promptly afterward, identify remedial steps, review the restriction at least every five Business Days and restore access promptly when its cause ends. For overdue undisputed fees, it shall first give ten Business Days' written notice to cure. Disputed sums alone shall not suspend lawful export or Data Subject assistance.

14(b) Mutual breach termination. Either party may terminate the affected Order Form for the other's material breach if not cured within thirty calendar days after written notice identifying the breach and required cure. A shorter or immediate protective restriction is permitted under paragraph (a); immediate termination is permitted only where breach is incapable of cure or continuing service would be unlawful. Insolvency rights are subject to applicable insolvency law.

14(c) Enterprise remedy. If the Enterprise terminates for EMJ.LIFE's uncured material breach, or EMJ.LIFE discontinues service, loses a necessary licence or terminates for its own technical/commercial inability, it shall refund unused prepaid base Subscription Fees pro rata for the unprovided period and fees for conforming services not delivered, within thirty calendar days. Accepted Compendium requests follow CPS remedies. No refund is due solely for Enterprise convenience or its own uncured breach, without prejudice to mandatory law and proven claims.

14(d) Discontinuation. For planned permanent discontinuation not caused by the Enterprise, EMJ.LIFE shall give at least sixty calendar days' notice, unless law or an unforeseen emergency prevents it. Lawful secure export, the 180-day Exit Period and

transition under DRE Section 18 continue to the extent legally and technically available. Restrictions required to protect data do not justify its arbitrary disclosure or sale.

14(e) Extended inability. If a force majeure event prevents material contracted service for thirty consecutive calendar days, either party may terminate the affected service. EMJ.LIFE shall refund prepaid fees for the period after termination; earlier loss is governed by the applicable SLA and law. Termination does not remove accrued payment duties, lawful retention, confidentiality, data protection, security, approved credits, export or surviving delivered-file rights.

15. Intellectual Property

15.1 EMJ.LIFE property

EMJ.LIFE or its licensors retain all rights in:

- EMJ.NEXUS;
- EMJ.LIFE;
- software;
- platform architecture;
- schemas;
- Metadata;
- governance models;
- scoring models;
- calculation models;
- workflows;
- product documentation;
- trademarks;
- trade secrets;
- technical and product know-how.

15.2 Enterprise property

The Enterprise retains its pre-existing rights in Enterprise Input Data, subject to:

- the rights granted to EMJ.LIFE to provide the services;
- third-party rights;
- the DPA;
- confidentiality;
- applicable law;
- the Enterprise's responsibility for lawful submission.

15.3 Feedback

The Enterprise may provide suggestions, comments or feedback. Unless otherwise agreed in writing, EMJ.LIFE may use feedback to improve its services without transferring ownership of Enterprise Input Data or disclosing Enterprise Confidential Information.

16. Confidentiality

16.1 Confidential Information

Confidential Information includes:

- Enterprise Input Data;
- Personal Data;
- business information;

- security information;
- pricing;
- product information;
- non-public Metadata;
- technical information;
- the Agreement;
- the other party's information marked or reasonably understood as confidential.

16.2 Obligations

Each party shall:

- protect Confidential Information;
- use it only for the Agreement;
- disclose it only to authorised personnel, professional advisors, contractors or service providers with a need to know;
- ensure recipients are subject to confidentiality obligations;
- protect it using reasonable safeguards.

16.3 Exclusions

Confidential Information does not include information that the receiving party can demonstrate:

- was public without breach;
- was lawfully known before disclosure;
- was independently developed;
- was lawfully received from a third party without confidentiality obligation;
- must be disclosed by law, subject to lawful notice and limitation.

16.4 Survival

Confidentiality obligations survive termination for so long as the information remains confidential, and trade-secret obligations survive for as long as the information qualifies as a trade secret.

17. Representations, Warranties and Disclaimers

17.1 Mutual authority

Each party represents that it has authority to enter into the Agreement.

17.2 Enterprise representations

The Enterprise represents that:

- it has authority to submit Enterprise Input Data;
- it has authority to instruct processing;
- its use will comply with law;
- its submissions will not knowingly infringe third-party rights;
- its authorised users will comply with the Agreement.

17.3 EMJ.LIFE service warranty

EMJ.LIFE warrants that it shall provide the contracted EMJ.NEXUS services in accordance with the applicable Agreement documents. The applicable SLA, DPA, Security Schedule and Compendium Schedule define the specific service, data, security and delivery commitments.

17.4 Excluded warranties

Except for express warranties stated in the Agreement and rights that cannot lawfully be excluded, EMJ.NEXUS is provided without implied warranties of:

- merchantability;
- fitness for a particular purpose;
- uninterrupted operation;
- error-free operation;
- external acceptance;
- regulatory approval;
- legal compliance of the Enterprise;
- accuracy of Enterprise-submitted data;
- achievement of a particular commercial, financial or sustainability result.

17.5 No external outcome warranty

EMJ.LIFE does not warrant that:

- a regulator will accept an Enterprise disclosure;
- an auditor will rely on a Compendium;
- an investor will provide financing;
- a customer will accept a Mission;
- a supplier will qualify;
- a third party will accept an E-IPP Score;
- a DOI will remain publicly indexed;
- a third-party service will remain available.

18. Indemnification

18.1 EMJ.LIFE intellectual-property indemnity

EMJ.LIFE shall defend the Enterprise against a third-party claim that its authorised use of the supplied service infringes intellectual-property rights, and indemnify damages, reasonable defence costs and settlements approved under Section 18.3, subject to Sections 19.3 and 19.4.

EMJ.LIFE may procure continued use or provide a materially equivalent non-infringing replacement. If neither is reasonably available, it may terminate only the affected service and refund its unused prepaid fees under Section 14.

The indemnity excludes claims to the extent caused by unlawful Enterprise data/instructions, unauthorised modifications, combinations not supplied or required by EMJ.LIFE, or use outside the Agreement. A third-party material is not excluded merely because EMJ.LIFE chose to incorporate it into the contracted service; permitted use of provider-supplied licensed content remains within this undertaking and its disclosed licence limits.

18.2 Enterprise indemnity

The Enterprise shall defend EMJ.LIFE against a third-party claim to the extent caused by unlawful or infringing Enterprise Data, missing permissions that the Enterprise was obliged to obtain, or its users' unlawful conduct or material breach through unauthorised external statements, misuse of Compendium/DOI/Points/Score, or use outside the Agreement. It shall indemnify resulting damages, reasonable defence costs and settlements approved under Section 18.3, subject to Sections 19.3 and 19.4.

This undertaking does not apply to the extent a claim is caused by EMJ.LIFE's breach, negligence, unauthorised modification or use, or provider-supplied content that the Enterprise used within the agreed scope. Ordinary lawful Enterprise user conduct alone does not create an indemnity.

18.3 Procedure

The indemnified party shall:

- provide prompt notice;
- provide reasonable cooperation;
- allow the indemnifying party to control the defence and settlement;
- not admit liability or settle without authority.

No settlement may impose non-monetary obligations on the indemnified party without its written consent.

19. Limitation of Liability

19.1 Excluded damages

To the extent permitted by law, neither party is liable for indirect, special, punitive, exemplary or consequential loss, or loss of profit, revenue, opportunity or goodwill that is indirect or consequential. This exclusion does not remove express refund or Service Credit obligations, indemnified third-party awards, reasonable direct data-restoration costs, or liability that cannot lawfully be excluded. Direct recoverable losses remain subject to the applicable cap.

19.2 General liability cap

Subject to Sections 19.3 and 19.4, each party's aggregate liability arising from an affected Order Form is capped at the base Subscription Fees and other service fees paid or payable under that Order Form for the twelve months immediately preceding the event giving rise to the first claim. If the Order Form has existed for less than twelve months, the basis is fees paid or payable for its initial twelve-month term. Taxes and pass-through statutory charges are excluded from the cap basis; the same fee is not counted twice.

19.3 Enhanced cap

For breach of confidentiality, data-protection or security obligations, and indemnification obligations, the aggregate cap is twice the fee basis determined under Section 19.2. This is an enhanced total cap, not an additional cap stacked on top of the general cap for the same event or series of related events. A different cap requires an express signed amendment identifying this clause.

19.4 Non-excludable obligations and limits

Nothing limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, intentional misappropriation of intellectual property, or other liability to the extent it cannot lawfully be limited. Accrued payment obligations and express refund/credit settlement obligations remain payable and are not defeated by a damages cap.

The limitations apply only to the extent fair, reasonable and enforceable under mandatory applicable law. They do not limit Data Subject rights or regulator powers. No clause represents that all national statutory rights may be excluded by choosing Singapore law.

20. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including:

- natural disasters;
- war;
- terrorism;
- civil unrest;
- government action;
- sanctions;
- epidemic or pandemic;
- power failure;
- telecommunications failure;
- widespread internet failure;
- major infrastructure failure;
- supplier failure outside reasonable control;
- cyberattack not caused by failure to maintain required safeguards.

The affected party shall provide reasonable notice and mitigation efforts. Force majeure does not excuse:

- accrued payment obligations;
- confidentiality;
- data-protection obligations;
- security obligations;
- lawful data-export obligations to the extent technically available.

21. Notices

Legal, termination, amendment, breach, data-protection and security notices must be sent to the designated email in the Order Form; EMJ.LIFE's default intake is infrastructure@emj.life, with the subject identifying the notice type and Order Form reference. A party may also use registered post, recognised courier or personal delivery to the stated registered/notice address.

Email is deemed received on the next Business Day after transmission if no failure notification is received. A Personal Data Breach or urgent security notification is sent promptly and is not delayed by this deemed-receipt rule. Operational messages may also use the agreed portal or status page, but a material contractual change is not effective merely because it appears there. Changed contact details must be notified in writing.

22. Assignment and Change of Control

Neither party may assign the Agreement without the other party's prior written consent, except that either party may assign it:

- to an Affiliate;
- in connection with merger;
- in connection with reorganisation;
- in connection with sale of substantially all relevant assets;
- in connection with a change of control;

provided that the assignee assumes the assigning party's obligations and the assignment does not materially reduce the other party's rights. EMJ.LIFE may not transfer Enterprise Personal Data in a manner inconsistent with the DPA.

23. Governing Law and Dispute Resolution

Singapore law governs the Agreement. The courts of Singapore have exclusive jurisdiction, subject to mandatory rights and jurisdiction rules that cannot lawfully be displaced. Proceedings and the controlling contractual text are in English.

The parties shall first refer a dispute to authorised senior representatives and attempt resolution for thirty calendar days after written referral. Urgent injunctive relief, lawful regulator cooperation and proceedings needed to avoid a limitation deadline may be sought immediately. Arbitration does not apply unless a separate signed amendment states the arbitration rules, seat, language and scope.

24. Document Priority

Mandatory applicable law and binding regulator directions prevail. An executed amendment prevails only for the provisions it expressly identifies and may not remove mandatory legal protections.

For each subject, the DPA governs Enterprise Personal Data processing; the Security Schedule governs security baselines; the SLA governs platform availability, support and Service Credits; the Data Rights & Exit Schedule governs ownership, retained-deliverable rights and exit; the E-IPP Policy governs Points and Score; and the Compendium Schedule governs Compendium eligibility, production and delivery.

The Order Form specifies transaction facts, selected plan, fees, term, approved scope, processing annex and enhanced commitments. An ordinary Order Form field does not override those subject-specific protections. A deviation must identify the affected document and clause, state replacement wording and be signed by both authorised representatives as an express amendment. Subject-specific schedules otherwise prevail over the Master Commercial Terms; task and product documentation ranks last and cannot change fixed contractual rights.

The eight documents identified in the Order Form and release register constitute the package. References to later website content do not incorporate later material terms automatically.

25. General Provisions

25.1 Entire agreement

The Agreement constitutes the entire agreement regarding its subject matter and replaces prior discussions and representations concerning that subject matter.

25.2 Controlled amendments and rule versions

Material changes to fees, fixed Points/Score rules, rights, data treatment, security baseline, service commitments, delivery, liability, termination or exit require an express written amendment accepted by both parties; advance disclosure alone is not acceptance. Proposed changes shall be notified at least thirty calendar days before their proposed effect unless a lawful urgent restriction requires earlier protective action. Unaccepted changes may apply to a later renewal only after acceptance.

Non-material operational updates may be made without reducing contracted rights or security. A task's disclosed ID, Point cost, completion conditions, deadline, eligible roles and effective rule version are locked at issuance/claim for that transaction. Later rules do not silently alter an open task; a lawful protective hold must preserve its prior rule and event history.

Each controlled release has a document ID, version, issue date and attributable change record. Earlier issued files and their hashes remain attributable; a correction is not a silent overwrite. Release of this v1.0 template does not activate an account or certify an external outcome.

25.3 Severability

If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions remain effective.

25.4 Waiver

A waiver must be written and applies only to the specific instance for which it is given.

25.5 Independent parties

The parties are independent contractors. The Agreement does not create a partnership, agency, employment relationship, fiduciary relationship or joint venture.

25.6 No third-party beneficiaries

Unless mandatory law provides otherwise, the Agreement does not create rights for third parties.

25.7 Electronic signatures

Electronic signatures, electronic acceptance and electronic records may be used to execute and evidence the Agreement to the extent permitted by law.

26. Incorporation and Execution

This document is incorporated into the Agreement by the executed Enterprise Order Form identifying its controlled document ID, v1.0, issue date 12 October 2026 and subscriber release SR-20261014-01 based on CP-20261012-R03. The supplied release register identifies the applicable file fingerprints. Separate signatures on this document are not required, except the parties execute the Order Form by signature or recorded electronic acceptance under MCT Section 25.7. Party identity, both parties' authorised acceptance and the Contract Effective Date are recorded in the Order acceptance receipt. Annexes and express amendments are effective only under MCT Section 24; this template revision does not automatically amend an earlier executed Agreement.

Subscriber acknowledgement

☐ I have read and agree to the Master Commercial Terms, including the annual prepaid subscription, no automatic renewal, activation conditions, service boundaries, remedies and document priority.

This acknowledgement is recorded during Stage Two, separately from OF. Its document ID, version, Subscriber account, exact accepted version and actual time are linked to the Enterprise and EGC ID. All seven document acknowledgements and all fourteen required fields must be complete before the first 200 E-IPP Points are allocated. No separate signature or repeated corporate questionnaire is required for this document.

Stage Two completion and initial Points

All fourteen required fields in MCT Section 5.5 must be complete. D-U-N-S is the fifteenth, optional field. A permitted source-gap or tax-not-applicable resolution must be documented; unresolved or fabricated values do not satisfy a required field.

The first 200 E-IPP Points are allocated once only when cleared subscription payment, the correct Enterprise EGC ID, completion of all fourteen required profile fields, and the seven separate Stage Two document acknowledgements are recorded for the same Enterprise. The seven documents are MCT, DPA, SEC, SLA, DRE, EIPP and CPS. Acceptance of OF alone does not satisfy this gate. D-U-N-S is optional and is excluded from the required-field and document checks.

The fourteen-field completion result and each of the seven document acknowledgements are recorded separately and linked to the same Enterprise. All must be complete, with cleared payment and EGC ID, before the once-only initial allocation. OF acceptance does not substitute for the seven acknowledgements. Point usability and service/task activation remain governed by their separate conditions.