Trillion Marketplace Capacity Agreement

Version v2.0 · Effective June 23, 2026

This Agreement is auto-generated for every confirmed booking on Trillion. It is entered into between the Buyer and the Supplier. Trillion is a marketplace intermediary and is not a party to this Agreement.

---

1. Definitions

"Buyer" means the party purchasing capacity. **"Supplier"** means the party providing capacity. **"Platform" / "Trillion"** means Trillion's marketplace, software, listings, payments, messaging and related services. **"Marketplace"** means the venue connecting Buyers and Suppliers on the Platform. **"Introduction"** means the first time a Buyer and Supplier are connected through the Platform. **"Off-Platform Transaction"** means any commercial transaction between an Introduced Buyer and Supplier that is not booked through the Platform. **"Deliverables"** means the goods, services or capacity in the Commercial Terms. **"Effective Date"** means the date this Agreement is fully executed.

2. Platform Role

Trillion is a marketplace intermediary only. Trillion is not a party to this Agreement and is not a party to the underlying transaction between Buyer and Supplier.

- Trillion does not own, operate, control, inspect, deliver or take possession of any listed capacity.
- Trillion does not guarantee performance by either party and makes no warranty as to the quality, legality, availability, safety, suitability, condition or accuracy of any listing or capacity.
- The contractual relationship for the Deliverables exists solely between Buyer and Supplier.
- Trillion's role and liability are limited to the platform services Trillion actually provides. Trillion's aggregate liability is limited to the Platform Fees actually paid by the claimant to Trillion in the 12 months preceding the claim.

3. Governing Law & Jurisdiction

This Agreement is governed by the laws of the **State of Delaware, United States**, without regard to conflicts of law, except where a different governing law has been specified in the Commercial Terms by mutual written agreement. The parties submit to the exclusive jurisdiction of the state and federal courts of New Castle County, Delaware, subject to §8.

4. Anti-Circumvention (Marketplace Protection)

- **24-month exclusivity window.** For 24 months from the first Introduction, any transaction between the introduced Buyer and Supplier for the same or substantially similar capacity shall be booked through the Platform.
- **Platform Fee survives off-platform booking.** Off-Platform Transactions during this window remain subject to the 5% Platform Fee, payable to Trillion within 30 days of the transaction's effective date.
- **Liquidated damages.** Knowing evasion entitles Trillion to liquidated damages equal to 2× the Platform Fee that would otherwise have been owed.

- **Reporting & audit.** Each party will truthfully report covered Off-Platform Transactions on request and provide reasonable cooperation for verification.
- **Carve-outs.** Pre-existing relationships documented to Trillion before the Introduction; transactions after the window expires.

5. Marketplace Terms

5.1 Listing accuracy & supplier representations

Supplier warrants that each listing is accurate and not misleading; that it has the right to provide the listed capacity; that the capacity complies with applicable law; and that it holds all permits, licences, consents and insurances required.

5.2 Buyer obligations

Buyer will use the capacity only for the purposes in the Commercial Terms; comply with posted access, safety and site policies; pay amounts when due; and notify Supplier and Trillion promptly of incidents or non-conformity.

5.3 Cancellation policy

- More than 14 days before start: full refund less Platform Fee.
- 7 to 14 days: 50% refund less Platform Fee.
- Fewer than 7 days: non-refundable unless Supplier agrees otherwise.
- Supplier cancellation: full refund to Buyer; Supplier liable for documented re-procurement costs up to 25% of contract value.

5.4 Refund & no-show policy

Buyer no-show: full charge stands. Supplier no-show or material failure: full refund plus 10% credit, capped at $5,000.

5.5 Capacity availability

Supplier warrants availability for the booked dates and listed specifications. Where capacity is unavailable by Force Majeure (§12), the parties will use reasonable efforts to reschedule before seeking a refund.

5.6 Regulatory, safety & equipment condition

Supplier maintains the capacity in safe operating condition and in compliance with applicable health, safety, environmental and industry regulations. Buyer is entitled to a reasonable pre-use inspection where appropriate.

5.7 Booking & payment disputes

Booking and payment disputes follow §8 and may be raised through the Platform dispute workflow.

6. Asset-Type Addenda

6.1 Warehouse

- Supplier liable for damage to stored goods caused by its negligence or breach, up to the lesser of declared goods value and the §9 liability cap.
- Supplier maintains warehouseman's legal liability insurance appropriate to the goods.
- Access restrictions, hours and security procedures as posted form part of this Agreement.

6.2 Equipment rental

- Buyer responsible for operator competence and damage from misuse.
- Supplier responsible for routine maintenance and delivering equipment in safe condition.
- Damage beyond fair wear and tear is chargeable at documented repair cost.

6.3 Commercial kitchens

- Buyer must comply with health-code and food-safety regulations and hold required certifications.
- Buyer responsible for end-of-use cleaning to Supplier's posted standard.
- Allergen cross-contamination is Buyer's responsibility.

6.4 Manufacturing & machine time

- Production specifications and tolerances per the Commercial Terms.
- Acceptance criteria and QC procedure must be agreed in writing before production.
- First-article approval required before full production runs unless waived in writing.

7. Insurance Requirements

Supplier shall maintain at minimum the insurance coverage stated on the listing (general liability, property and equipment coverage, as applicable) for the duration of this Agreement, and shall provide a certificate on request. Failure to maintain declared insurance is a material breach.

8. Dispute Resolution

- **Step 1 — Direct negotiation (14 days)** in good faith from written notice.
- **Step 2 — Platform mediation** administered by Trillion; typically completes within 30 days.
- **Step 3 — Binding arbitration** under AAA Commercial Rules, seated in Wilmington, Delaware, before a single arbitrator. Small-claims carve-out preserved.

9. Limitation of Liability

Save for liability that cannot lawfully be excluded, each party's aggregate liability shall not exceed total fees paid or payable under this Agreement. Neither party is liable for indirect, special, incidental, consequential or punitive damages.

10. Indemnification

Each party shall indemnify the other (and Trillion as a third-party beneficiary) against third-party claims arising from its breach, negligence, wilful misconduct or violation of law, subject to §9.

11. Confidentiality & Intellectual Property

Each party will treat non-public information as confidential and will not disclose it without consent, except as required by law (3-year survival). Pre-existing IP is retained; IP created specifically for Buyer vests in Buyer upon full payment.

12. Force Majeure

Neither party is liable for failure caused by events beyond its reasonable control. The affected party shall give prompt notice and resume performance as soon as practicable.

13. Data Protection

Each party will comply with applicable data protection laws (including CCPA/CPRA and UK/EU GDPR for cross-border buyers) in respect of personal data processed in connection with this Agreement.

14. Termination

Either party may terminate for material breach not cured within 14 days of written notice, or for insolvency. Termination does not affect accrued rights, including Trillion's right to the Platform Fee on any prior or in-window transaction (§4).

Commercial Terms (filled per booking)

Deliverables; Milestones; Payment Schedule; Performance Metrics; Acceptance Criteria; Special Terms; Platform Fee (flat **5%** of total contract value, shown on the contract before signature).