

## **VENUE TERMS AND CONDITIONS OF SERVICE**

### **1. DEFINITIONS:**

“Affiliate” means any entity which directly or indirectly owns or controls, is controlled by, or is under common control with, Donnelley Financial LLC (“DFIN”) or Client, as the case may be.

“Controlling”, “controlled by”, or “under common control with” means either the beneficial ownership under trust, or outright ownership of more than fifty (50) percent (%) of the affiliate or business entity itself or the affiliate’s or business entity’s securities, or units if a limited liability company.

“Client Personal Data” means all information and data (including texts, documents, drawings, diagrams, images or sounds) owned by, licensed to (other than by the Supplier) or relating to the Client and/or any of its customers, which is in each case generated by, to, or is otherwise retained by, DFIN pursuant to or in connection with this agreement.

“Data Protection Legislation” means the GDPR and all other applicable law, from time to time, relating to the processing of personal data and privacy. “Data Room” means a portion of the Services through which Client’s authorized End Users may process, store and communicate information, documentation, or files for a specific business transaction or project.

“End User(s)” means those employees, professional advisors, contractors and agents of Client who have been granted permission to access Client’s Data Rooms.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament.

“Permitted Use” means the specific single transaction or purpose for which a Data Room is created.

“Services” means the secure online document exchange, communication and collaboration environment and related services (including without limitation Data Rooms) provided by DFIN to Client. The “Services” do not include data transmitted through the Services by End Users.

### **2. LICENSE**

Subject to the terms of this Agreement, DFIN hereby grants Client and its End Users a revocable, non-exclusive, non-sublicensable, non-transferable, limited right and license to utilize the Services for Client’s business transactions. Client shall use each Data Room only for its Permitted Use and for no other use or purpose. Client shall not allow any third party to use or access the Services provided to Client hereunder, except third party End Users authorized by Client to access the Data Room for the Permitted Use. Title and all ownership rights in the Services and any adaptation thereof, including all related patents, copyrights and other proprietary rights, are and shall at all times remain with DFIN or its licensors or suppliers. Neither Client nor its End Users shall attempt to reverse compile, reverse engineer or disassemble (except as permitted by law), duplicate, modify or distribute any element of the Services (including without limitation any technology element of the Services).

### **3. WARRANTIES**

DFIN shall use commercially reasonable efforts to ensure that the Services are provided in a secure environment and without interruption, and that the Services will substantially conform to the descriptions of the features and functionality of the Data Rooms contained on this site, which may be modified from time to time by DFIN; provided, however, such modification shall not materially impair Client’s use of the Data Room to store documentation and files that can be accessed by End Users. DFIN does not warrant that the Services will meet all of Client’s business requirements, or that the Services will be free of errors, interruption, faults or delays. Client acknowledges and agrees that scheduled downtime may be required for upgrades, backup or maintenance. If End Users are likely to be affected by scheduled downtime, DFIN shall use commercially reasonable efforts to provide notification of such scheduled downtime on the site and DFIN shall take commercially reasonable efforts to restore such Services as soon as practicable following such service interruption.

DFIN’s sole liability, and Client’s sole and exclusive remedy, under the foregoing warranties shall be limited to supplying, as soon as practicable, and at DFIN’s cost and expense, services that DFIN determines to be necessary to cause the Services to perform in accordance with the applicable warranty;

provided, however, that written notice of an asserted breach of warranty must be received by DFIN promptly after Client or its End Users first become aware of such asserted breach, and in any event, no later than thirty (30) calendar days after Client or its End Users first become aware of such asserted breach. The foregoing warranties will not apply to the extent that (i) the Services are used for any purpose other than the Permitted Use, (ii) the cause of a breach of warranty is due to a malfunction in Client's hardware, software, or communications network through which the Services are accessed, or (iii) the cause of a breach of warranty is due to any other cause outside of DFIN or its hosting facility's sole and reasonable control.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICES AND THE ACCURACY, OPERATION, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE DELIVERABLES, SERVICES, OR RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY EITHER PARTY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

#### **4. LIMITATION OF LIABILITY**

IN THE EVENT OF ANY LOSS, DAMAGE OR DESTRUCTION OF DOCUMENTS, FILES OR MEDIA CAUSED BY ANY ACT, ERROR, OMISSION, NEGLIGENCE OR OTHER CAUSE BY DFIN OR ANY OF ITS AFFILIATES, AGENTS, VENDORS OR SUBCONTRACTORS, DFIN'S LIABILITY SHALL BE LIMITED TO THE COST OF DUPLICATION OF SUCH DOCUMENTS OR FILES FROM BACKUP COPIES MAINTAINED BY CLIENT AND THE COST OF REPLACEMENT MEDIA. UNDER NO CIRCUMSTANCES WILL DFIN, ITS AFFILIATES, EMPLOYEES, AGENTS, OR ANY THIRD PARTY CONNECTED WITH THE SERVICE BE LIABLE FOR THE COST OF RECREATING INFORMATION FOR WHICH NO BACKUP COPIES HAVE BEEN RETAINED BY CLIENT. DFIN, ITS AFFILIATES, EMPLOYEES, AGENTS, OR ANY THIRD PARTY CONNECTED WITH THE SERVICES SHALL HAVE NO LIABILITY TO CLIENT, ANY CLIENT AFFILIATE OR END USER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, LOST REVENUE OR LOSS OF OPPORTUNITY, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CLIENT, ITS AFFILIATES OR END USERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR WASTED COSTS, LOSS OF GOODWILL, USE OF OR RELIANCE ON THE SERVICES, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OR DIMINUTION IN VALUE OF OTHER ASSETS/TRANSACTIONS), ARISING OUT OF BREACH OR FAILURE OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A LIMITED REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DFIN, ITS AFFILIATES, EMPLOYEES, AGENTS, OR ANY THIRD PARTY CONNECTED WITH THE SERVICES PROVIDED TO CLIENT, ITS AFFILIATES OR END USERS OR ANY OTHER PARTY (INCLUDING LIABILITY FOR ANY INDEMNITY OBLIGATION, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF FORM OF ACTION), EXCEED, IN THE AGGREGATE, THE TOTAL FEES ACTUALLY PAID BY CLIENT TO DFIN FOR THE RELEVANT SERVICES OUT OF WHICH ANY ASSERTED CLAIM WITH RESPECT TO THE SERVICES ARISES. THE FOREGOING LIMITATION IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER AND IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES PURSUANT TO THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE. NOTWITHSTANDING THE FOREGOING, DFIN DOES NOT EXCLUDE OR LIMIT ITS LIABILITY IN RESPECT OF CLAIMS FOR DEATH OR PERSONAL INJURY CAUSED BY DFIN'S GROSS NEGLIGENCE OR FOR FRAUD.

#### **5. CLIENT REPRESENTATIONS**

Client hereby represents to DFIN that: (i) it has all rights necessary to utilize its Data Rooms and to

otherwise perform its obligations under this Agreement; (ii) any data, media, or other content placed into Client's Data Rooms does not violate the rights of any third party; (iii) if any data, media, or other content placed into Client's Data Rooms is subject to export control restrictions of any country, it will be solely responsible for complying with all applicable export control, restrictions, obligations and requirements, (iv) it will comply with any other local, state, federal or foreign laws, rules and/or ordinances applicable to the performance of its obligations under, and use of the Services pursuant to, this Agreement; and (v) in using the Services it will not (and will ensure that End Users shall not) post, transmit, store, upload or distribute any documents, images or other materials which constitute advertising or marketing materials or which are defamatory, obscene, illegal or which contravene any applicable laws; (vi) in using the Services it will not (and will ensure that End Users shall not), introduce any software, virus or other material which could interfere with the operation of the Services; and (vii) it shall retain a hard and electronic copy of any document, image, file or other information provided to DFIN during the Services so that if any such document, image, file or other information is lost, damaged or destroyed during the Services, the Client will be able to provide a replacement.

## **6. INDEMNITY**

DFIN shall, at its sole cost and expense, release, defend, indemnify and hold harmless Client, its Affiliates, directors, officers, agents, employees, and shareholders from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to a claim that the technology used by DFIN for the Data Rooms or Services infringes a patent, copyright, trademark, trade secret or other proprietary right of a third party, provided that this indemnity shall not apply to the extent that the infringement was caused by any modification of the Services or Data Rooms conducted by or on behalf of the Client or any End User. Notwithstanding any provision to the contrary contained herein, the limitation of liability contained in Section 4 shall not apply to any indemnity obligation contained under this Section 6.

Client shall, at its sole cost and expense, release, defend, indemnify and hold harmless DFIN, its Affiliates, directors, officers, agents, employees, and shareholders from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to a breach of this Agreement (including without limitation, any breach of the Client's representations in clause 5) or any claim that any document, image, file, data, media, or other content placed into Client's Data Rooms violate the intellectual property, privacy or other proprietary rights of any third party or violates any local, state, federal or foreign laws, rules and/or ordinances.

The party seeking indemnification shall notify the other party promptly of any such action, suit or proceeding and shall cooperate fully with the indemnifying partying the defense of any such claim. The indemnifying party shall have sole control of the defense of any such action and all negotiations for its settlement or compromise, provided that such settlement or compromise shall not interfere with DFIN's provision of the Services. The indemnified party may participate, at its expense, in the defense of any such action, but shall make no admission of liability or settle any claim without the prior written agreement of the indemnifying party.

## **7. CONFIDENTIALITY**

DFIN and Client shall keep as confidential and not disclose to any third party any information concerning each other's business including but not limited to any documentation and files deposited in the Data Room by Client, Services (including without limitation any software, screen layouts, manuals and process workflows), Data Rooms, clients, investors, fees, software programs, trade secrets, data stored on servers under DFIN's control, methods or processes which either first learns during the performance of this Agreement ("Confidential Information"), without the prior written consent of the other party. The terms and pricing of the Services shall be considered Confidential Information.

Each party will use the other party's Confidential Information solely to fulfill the purposes of this Agreement. Neither party will disclose, in whole or in part, the other party's Confidential Information to any person, except to End Users, compliance departments at End Users' firms, government or regulatory agencies, Affiliates, or employees or agents of the any of the foregoing who require access in order to

fulfill the purposes of this Agreement or comply with the laws, rules or regulations of any country having jurisdiction in connection with the Permitted Use. Client, on behalf of itself and its End Users further agrees not to reverse engineer the underlying technology of the Services.

Each party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other party. If an unauthorized use or disclosure occurs, such party will take, at its expense, all steps that are necessary to recover the other party's Confidential Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If such party fails to take these steps in a timely and adequate manner, the other party may take them at such party's expense.

Neither party will have any confidentiality obligation with respect to any portion of the other party's Confidential Information that (i) it independently knew or develops, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission. Notwithstanding the foregoing to the contrary, all documentation and files deposited in the Data Room by Client shall be deemed to be Confidential Information hereunder.

## **8. DATA PROTECTION**

Additional definitions

- (i) For the purposes of this clause 8, "**data controller**", "**data processor**", "**data subject**", "**personal data**", "**processing**", and "**appropriate technical and organizational measures**" have the meanings ascribed to them in Data Protection Legislation.

Data controller and data processor

- (ii) Both parties will comply with their obligations under the Data Protection Legislation, in the case of Client (or the Client Affiliates, as applicable), as data controller and, in the case of DFIN, as data processor. In particular, DFIN undertakes to:

- a. abide by, and procure that its employees, representatives, subcontractors and agents abide by, the Data Protection Legislation; and
- b. provide reasonable assistance to Client and the Client Affiliates in complying with their respective obligations under Data Protection Legislation in relation to the performance of this Agreement.

(iii) Without limiting the foregoing, DFIN shall:

- (a) act only in accordance with Client's (or the relevant Client Affiliate's) written instructions with regard to the processing of Client Personal Data. If DFIN is required to process Client Personal Data for any other purpose by applicable law, DFIN shall inform Client of this legal requirement, to the extent permitted to do so by the applicable law;
- (b) not transfer such Client Personal Data and information to a country or territory outside the European Economic Area (the "EEA") without Client's (or the relevant Client Affiliate's) express written consent;
- (c) ensure appropriate technical and organizational measures are in place to safeguard against any unauthorized or unlawful processing and against accidental, alteration, or disclosure of Client Personal Data;
- (d) immediately notify Client in the event that it receives a request or notice from a data subject exercising his/her rights under the Data Protection Legislation for Client to resolve and to assist the Client promptly with all requests and notices which may be received from data subjects. This includes, upon the applicable Client entity's written request and to the extent permitted by the Data Protection Legislation, where the applicable Client entity cannot itself access such data, promptly providing at no charge such entity with such copies of any Client Personal Data in the possession or control of DFIN which are requested by that Client entity (in the format and medium reasonably required by that entity);
- (e) subject always to clause 8, not disclose Client Personal Data to, or appoint a sub-processor which is, a third party, other than with the prior written agreement of Client or as otherwise permitted in

the Agreement (other than in this clause 8 );

- (f) DFIN shall promptly carry out any request from a Client requiring DFIN to amend, transfer, lock or delete any of Client Personal Data in the possession or control of DFIN;
- (g) on the expiry or termination of this Agreement for any reason, immediately cease to use Client Personal Data and shall arrange for its safe return or destruction as notified by Client in writing at the relevant time;
- (h) promptly notify Client upon receiving any notice or communication from any data protection supervisory or government body, including the Office of the Information Commissioner, which relates directly or indirectly to the processing of the personal data under this Agreement, for Client to resolve; and
- (i) if any Client Personal Data in the possession or control of DFIN becomes lost, corrupted, destroyed, altered or rendered unusable for any reason, immediately (but, in any event, thirty six (36) hours of becoming aware) notify Client of any and all circumstances having led to such incident, as Client or any data protection supervisory or government body, including the Information Commissioner's Office, may reasonably require to comply with its security breach obligations under the Data Protection Legislation;
- (iv) Without limiting the foregoing, the Client shall;
  - (a) comply with Data Protection Legislation and ensure that any instructions it issues to DFIN, including the transfer itself, shall comply with Data Protection Legislation; and
  - (b) have sole responsibility for the accuracy, quality, and legality of Personal Data, and the means by which the Client acquired Personal Data and shall establish the legal basis for Processing under Data Protection Legislation.
  - (c) Client warrants that;
    - 1. the disclosure of Personal Data to DFIN is limited to what is necessary in order for DFIN to perform the Services;
    - 2. such Personal Data is accurate and up-to-date at the time that it is provided to DFIN;
    - 3. it shall provide advance written notice to DFIN of its intention to transfer Personal Data to DFIN for use in the Services.
- (v) Client shall;
  - a. collect Personal Data in a manner compliant with Data Protection Legislation, including by providing all notices and obtaining all consents as may be requested under Data Protection Legislation in order for DFIN to lawfully and fairly process Personal Data in connection with/arising out of the provision of the Services and as otherwise contemplated by the remainder of the Agreement
  - b. ensure compliance with the security measures;
  - c. notify DFIN upon becoming aware that Personal Data has become inaccurate or out of date;
  - d. indemnify and hold harmless DFIN against any fines, costs, losses or expenses arising from any breach of Data Protection Legislation caused by an End User.

## **9. TERM AND TERMINATION**

This Agreement shall have an initial term as specified in the corresponding proposal, statement of work, or work order between the parties. This Agreement shall automatically renew for successive renewal term(s) as specified in the corresponding proposal, statement of work, or work order between the parties. During the initial term and any renewal term(s) of the Agreement, unless otherwise expressly stated in any proposal, statement of work, or work order, DFIN shall have the right to increase its fees for Services on an annual basis.

Either party may terminate this Agreement upon written notice in the event the other party breaches any

of the material terms of this Agreement and fails to cure such breach within thirty (30) calendar days of the breaching party's receipt of notice from the non-breaching party. DFIN may deny Client or any of its End Users access to the Services (including the ability to open Data Rooms) if (i) Client or its End Users use the Services beyond the scope of the Permitted Use or in violation of any law or regulation; (ii) Client or any such End User's use of the Service may, in DFIN's reasonable opinion, unreasonably impair the ability of other End Users to access or use the Service; or (iii) Client has failed to pay any overdue invoice after receipt of written or email notice of such delinquency and a fourteen (14) calendar day opportunity to cure.

Upon any termination of this Agreement, DFIN will continue to maintain the data on the system for a period of thirty (30) days after the date of termination (the "Winding-Up Period"), but Client's End Users shall have no access to the Services during the Winding-Up Period. During this time, upon request DFIN shall provide a summary disc or compilation of the Data Room. After the Winding-Up Period, DFIN shall terminate Client's remaining access to the Services, and destroy all Client data from the Venue production environment. Notwithstanding the foregoing, as per DFIN's record retention policy, there will be Client data retained on encrypted backup tapes for up to thirteen (13) months after deletion from the Venue production environment.

#### **10. ASSIGNMENT.**

Client may not by operation of law or otherwise assign, sublicense, or otherwise transfer any of its right or obligations under this Agreement without the prior written consent of DFIN. Notwithstanding anything herein to the contrary, DFIN may assign, transfer or otherwise delegate all or any portion of, or any rights and obligations under, this Agreement to one or more of its Affiliates, affiliated parties or any third party entity carrying on that part of the business to which the assigned portion of the Agreement relates without the consent of the Client. Any prohibited assignment, sublicense, or transfer shall be null and void. This Agreement shall bind, benefit, and be enforceable by and against both parties and their respective successors and permitted assigns.

#### **11. MODIFICATION.**

DFIN reserves the right at any time to modify the features, functionality or performance of the Services; provided, however, such modification shall not materially impair Client's use of the Data Room to store documentation and files that can be accessed by End Users and to modify these Terms and Conditions at any time. The version of these Terms and Conditions governing any transaction shall be the version in effect at the time Client or one its End Users logs in to the Service. DFIN shall retain copies of all versions of these Terms and Conditions and records showing the effective dates of each version.

#### **12. SEVERABILITY.**

If any provision of this Agreement is held to be unenforceable, this holding will not affect the validity of the other provisions of this Agreement, unless DFIN deems the unenforceable provision to be essential to this Agreement, in which case DFIN may terminate this Agreement, effective immediately upon notice to Client.

#### **13. INDEPENDENT CONTRACTORS**

This Agreement shall not be deemed to create any employment, partnership, or joint venture relationship between the parties hereto. Neither party shall have the authority or represent itself as having the authority to bind the other party to any agreement or commitment with a third party or otherwise.

#### **14. GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. The parties hereby: (a) waive all right to trial by jury; (b) consent to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois and of the United States District Court for the Northern District of Illinois; and (c) agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

#### **15. FORCE MAJEURE**

DFIN DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE SERVICES, AS SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES AND

SOFTWARE PROVIDED OR CONTROLLED BY THIRD PARTIES AND ON THE PUBLIC INTERNET INFRASTRUCTURE, AS WELL AS OTHER EVENTS BEYOND THE CONTROL OF DFIN. AT TIMES, ACTION OR INACTION OF PARTIES OTHER THAN DFIN OR EVENTS BEYOND DFIN'S REASONABLE CONTROL ("FORCE MAJEURE EVENTS") CAN IMPAIR OR DISRUPT DFIN'S ABILITY TO PROVIDE THE SERVICES OR CLIENT'S OR ITS END USERS' ABILITY TO ACCESS THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DFIN DISCLAIMS, AND CLIENT SHALL NOT HOLD DFIN RESPONSIBLE FOR, ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH ACTIONS OR FORCE MAJEURE AND DFIN SHALL TAKE COMMERCIALY REASONABLE EFFORTS TO RESTORE SUCH SERVICES AS SOON AS PRACTICABLE FOLLOWING SUCH FORCE MAJEURE EVENT.

#### **16. SURVIVAL**

The provisions of Sections 1, 3-7, 14-15 and any other provision that should be expected to survive shall survive the termination or expiration of this Agreement.

#### **17. THIRD PARTY RIGHTS**

No rights under this Agreement shall be enforceable by any person not party to it except for those clauses that confer rights and benefits on to DFIN's Affiliates, affiliated parties, directors, officers, agents, employees and shareholders which may be enforced by such persons.

#### **18. PUBLICITY**

Following completion of the Permitted Use to Client's reasonable satisfaction, DFIN may: (i) include Client in current customer lists on the Venue website and other promotional materials, which are shown to prospective users; (ii) display Client's logo in a rotating display of other companies' logos on the Venue website; and (iii) use, reproduce and display testimonials, white papers and other materials approved by Client on the Venue website and in other promotional materials.

#### **19. ENTIRE AGREEMENT**

These Terms and Conditions, together with the corresponding proposal, statement of work, or work order agreed between DFIN and Client for use of the Service, constitutes the complete and exclusive statement of the terms, conditions and representations of the agreement between DFIN and Client with respect to the Services and supersedes all other agreements with respect to the subject matter hereof (when referenced collectively, the "Agreement"). In the instance of any conflict between these Terms and Conditions and any corresponding proposal, statement of work, or work order between the parties, such corresponding proposal, statement of work, or work order shall govern and control. Logging in, uploading documents or otherwise utilizing the Services constitutes acceptance by Client of all of the terms and conditions included or referenced on this page. Except for as expressly set forth above, DFIN objects to any terms proposed in any other Client proposal, Client sales note, Client purchase order or other form of Client acceptance of DFIN's offer which add to, vary from, or conflict with the Agreement. Any such proposed terms shall be void and the Agreement constitute the complete and exclusive statement of the terms and conditions between Client and DFIN.