

FluidStack - Non-Circumvention Policy

This Non-Circumvention Policy was published on 17th April 2023.

1. Introduction

- 1.1 This Non-Circumvention Policy (as updated from time to time) is incorporated into FluidStack's Terms of Service and Terms of Supply (available at <https://www.fluidstack.io/>).
- 1.2 Defined terms in this Non-Circumvention Policy shall have the meaning given in the Terms of Service and Terms of Supply and the same rules of interpretation apply.

2. Non-circumvention

- 2.1 Customer and Third-Party Provider each acknowledge and agree that a substantial portion of FluidStack's compensation relates to the facilitation of Customer's access to the Cloud Services, and that:
 - (a) Customer benefits from access to Cloud Services at lower prices than alternative mainstream cloud providers; and
 - (b) Third-Party Provider can more readily monetise (i) its underutilised cloud infrastructure; and/or (ii) any hardware specifically purchased and supplied to FluidStack, including for the purpose of being prioritised for custom order bids.
- 2.2 During the term of the Agreement and for 48 months following the expiry or termination of the Agreement ('Non-Circumvention Period'), Customer and Third-Party Provider each agree:
 - (a) to use the FluidStack Services as the exclusive method to request Cloud Services and to make and receive (as applicable) all payments for Cloud Services and FluidStack Services directly to or from (as applicable) FluidStack from customers and not to circumvent the payment methods offered by FluidStack; and
 - (b) not attempt to contact, solicit, communicate, or find the contact information of a Customer or Third-Party Provider (as applicable) with a view to using / providing the Cloud Services without FluidStack; and
 - (c) not to contact directly or indirectly or sell Cloud Services directly or indirectly to: (i) any customers who purchase or have purchased FluidStack Services during the term of the Agreement or during the 12 months prior to the Agreement; or (ii) with who FluidStack are in discussions with regarding the sale of FluidStack Services during the term of the Agreement or within 12 months prior to the Agreement.
- 2.3 The restrictions in this Non-Circumvention Policy shall not apply in circumstances where, and to the extent that, Customer and Third-Party Provider entered into a contract for the Cloud Services prior to entering into the Terms of Service.

2.4 For 48 months following the term of the Agreement, Customer and Third-Party Provider each agree that, other than by means of a general recruitment exercise open to all applicants and not specifically targeted at any of the personnel of FluidStack (or its Affiliates), Customer/Third-Party Provider (as applicable) shall not, without the prior written consent of FluidStack:

- (a) directly or indirectly, solicit the employment of, employ, or contract with, any personnel of FluidStack or its Affiliates; or
- (b) assist (or instruct) a third party in the employment, contracting, or subcontracting of any personnel of FluidStack or its Affiliates.