

**GENERAL TERMS AND
CONDITIONS FOR PRODUCT
USE
[Siplabel]**

These general terms and conditions (hereinafter referred to as "GTC") apply to the services provided by Gratitude Co j.s.a., with registered office at Nitrianska 1835/1, Piešťany 921 01, Slovak Republic, ID number: 54 540 046, registered in the Commercial Register maintained by the Trnava District Court, Section Sja, insert no. 38/T (hereinafter referred to as "Provider").

1. DEFINITIONS

1.1 The following terms beginning with a capital initial letter, which are used in these GTC and in the Agreement, have the following meaning:

" **Contract** " means the contract for the provision of services relating to the product [Siplabel] entered into between the Provider and the Client, which is governed by these GTC;

" **System** " or "[Siplabel]" means the system enabling the Client's end customers or users to access (for display and input) data containing information on the nutritional values of the Client's products through a QR code placed on the Client's product, which the Client himself has stored through the [Siplabel] system to the database through the system's dedicated interface [Siplabel];

Client " means any entity that, as a customer, is a contracting party to the Agreement and uses the Services defined in the Agreement;

" **Confidential Information** " means any information relating to either Party, its subsidiaries or its business that such Party or its respective representatives provide to the other Party or its representatives, solely in connection with the Agreement in writing, electronically, orally or by means of tangible objects (including, (but not limited to documents, business methods, approaches, prototypes, samples, software and equipment) and relevant information including but not limited to legal, financial, operational or technical intellectual property data, excluding information that (i) was generally known to the public or to industry experts of which the Parties are a part already before the time of publication by the disclosing Party; ii) become generally available to the public or to experts in the industry in which the Party participates, in any case after publication by the notifying Party to the receiving entity, otherwise than in as a result of publication by the receiving Party in violation of these GTC; iii) is already available to the Receiving Party or any of its representatives at the time of or prior to the date of publication by the Disclosing Party; iv) is obtained by the receiving Party or any of its representatives from a third party, provided that such third party has not breached any agreement or obligation related to confidentiality and non-disclosure; or v) are independently created by the receiving Party or any of its representatives without use of or reference to confidential information of the providing Party. Confidential information of the Provider includes mainly, but not exclusively: (i) the structure, code, appearance, functions and logic of the Client's data base; (ii) the user interface, visuals, appearance, functions and logic of the System and any other Services; (ii) information on how data is collected and structured in general or in the specific case of the Client; (iii) information about the Fee and v) infrastructure settings for the Client. Confidential information of the Client includes mainly, but not exclusively, information uploaded by the Client or provided by the Client for the purpose of uploading it to the System.

" **Data** " means data on the nutritional values contained in the Client's Products collected within the framework of the provision of the Services and processed within the System;

" **Fee** " means any fee for Services payable by the Client to the Provider, in the amount indicated on the

Website;

" **GDPR** " means the EU Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46 / EC (General Data Protection Regulation);

" **Intellectual property** " means all results of intellectual creative activity, in particular all (a) copyrighted works, databases and other objects of protection under the Copyright Act, (b) registered or unregistered signs (c) designs, technical solutions and inventions, (e) know- how and (f) any other registered or unregistered objects of intellectual property rights regulated in generally binding legal regulations that are related to the system [Siplabel], which belong to the Provider or property rights to which it owns, or performed by the Provider;

" **NDA** " means the separate mutual non-disclosure agreement entered into between the Parties (if entered into);

" **Privacy Policy** " means the privacy policy applied by the Provider, which is published and continuously updated on the website [www.siplabel.com];

" **Parties** " or " **Party** " means the parties to the Agreement, which are the Provider and the relevant Client;

" **Services** " means any services provided by the Provider to the Client under the Agreement and/or these GTC, as described in more detail in Section 3 of these GTC (and each such Service individually as a "Service"); a

" **Technical support services** " means technical support services provided to the Client, the terms of which are provided in section 6 of these GTC.

" **Website** " means the website www.siplabel.com.

1.2 All terms defined in these GTC may be used in the Addendum on the processing of personal data without having to define and explain them again with the same meaning as defined in these GTC.

2. GENERAL CONDITIONS

2.1 These General Terms and Conditions form an integral part of the Agreement. The current and effective text of the General Terms and Conditions is always published on the Website.

2.2 These GTC govern the use of the Services, the respective rights and obligations of the Parties and other aspects that are specifically set forth therein. The Client declares to the Provider that he is legally capable and authorized to conclude the Agreement and use the Services and that no rights of third parties will be violated by the fact that the Client receives the Services from the Provider.

2.3 The Provider may use third parties to provide or provide technical support for the Services provided and may assign any claim against the Client to a third party without informing and consenting to the Client.

2.4 The subject of the Agreement is the Provider's obligation to provide Services to the Client and, as consideration, the Client's obligation to pay the Provider a Fee for such Services in accordance with other agreed terms.

2.5 The parties conclude the Agreement in electronic form through the registration form located on the Provider's website. The submitted registration form represents the Client's binding order to access and use the System. The Client can submit the registration form only after familiarizing himself with the General Terms and Conditions and clicking the appropriate button to accept these General Terms and Conditions. The moment the registration form is successfully sent, the Agreement is concluded without the need for further special confirmation of the order by the Provider.

- 2.6 The Client undertakes to provide correct, complete, true and up-to-date data in the registration form and to notify the Provider in writing of any changes to his/her identification data provided in the registration form.
- 2.7 After sending the registration form, the Client must activate his account by confirming the activation email that was sent to the email address specified by the Client in the registration form.

3. SERVICES

- 3.1 A condition for using the System is successful registration, based on which an account will be created for the Client in the System.
- 3.2 The Services include software as a service and related support services of the Provider that enable the Client to record, manage and display (using QR codes) Data related to the Client's products. Services can only be provided if the Client provides the necessary support and uploads or provides the Provider with Data related to the Client's products in question and follows the Provider's operating instructions.
- 3.3 Support. The Services include remote technical support for questions or problems related to the Services provided in accordance with point no. 6 of these GTC.
- 3.4 Additional services. Any other Services provided beyond the scope agreed in the Contract must be agreed upon in writing (by email) between the Parties. If the Parties do not agree otherwise in writing, the terms of these General Terms and Conditions apply accordingly to the relevant other Services.
- 3.5 These GTC contain general conditions for the use of all Services provided by the Provider.
- 3.6 The Client undertakes to provide the Provider with all cooperation necessary for the proper provision of Services by the Provider within the scope of the Agreement. Proper provision of cooperation by the Client to the Provider for the purposes of these GTC means in particular:
- a) non-disclosure of facts and information, which by their nature could directly or indirectly affect the proper fulfillment of the Provider's obligations under the Agreement; a
 - b) providing true and accurate information; in the event that the Provider requests the Client to specify or modify the information provided (including the Data), the Client shall immediately modify or specify the requested information (Data).
- 3.7 For the purposes of the Agreement, the Services are considered to be properly provided by the Provider from the day the System is made available to the Client, and any delay by the Client in uploading Data to the System does not affect the Client's obligation to pay the Service Fee to the Provider from the day the System is made available to the Client.
- 3.8 The client acknowledges and agrees that:
- 3.8.1 is solely responsible for the correctness, truthfulness and completeness of the Data it uploads to the System; a
 - 3.8.2 part of the System is a calculator which uses standard calculation methods to generate the energy value of the products based on the provided Data.

4. FEE AND BILLING

- 4.1 The Client has the right to use the System free of charge during the trial period, the length of which is either indicated on the Website or individually agreed between the Parties. After the trial period, the Client undertakes to pay the Provider the relevant Fee for the chosen Service plan in the amount indicated on the Website. The Provider reserves the right to change the amount of Fees listed on the Website at any time.
- 4.2 The Client agrees to pay the Fees by means of a payment card, the data of which he is obliged to upload in the System for the purpose of settling the Fees or by means of SEPA direct debit. The

Client acknowledges and agrees to regularly recurring automatic payments of Service Fees during the duration of the Agreement. Invoices will be delivered to the Client electronically by e-mail or uploaded directly in the System, with which the Client agrees.

- 4.3 The Client agrees to pay the Fee before providing the Service.
- 4.4 If the Client does not pay the Fee, the Provider is entitled to restrict the Client's access to the account and suspend the provision of Services until the Fee is properly paid.
- 4.5 The fee and all payments are exclusive of VAT (value added tax), which is added to these amounts in accordance with applicable VAT legislation.

5. DURATION AND TERMINATION

- 5.1 The contract is valid and effective at the moment of successful submission of the registration form by the Client.
- 5.2 The contract is concluded for a fixed period, which ends with the expiration of one year from the payment of the Service Fee (hereinafter referred to as the "Initial Period"). After the expiry of the Initial Period, the validity of the Agreement is automatically extended by one year, if the Client does not click in the System at the latest before the expiry of the Initial Period that he is not interested in further extending the validity of the Agreement for another year.
- 5.3 The Provider may terminate the Agreement with immediate effect, by delivering a written notice to the Client, if the Client materially violates these GTC and/or the Agreement, while the Client's delay in payment of the Fee by more than 30 days is also considered a material violation.
- 5.4 In the event of termination of the Agreement, the Parties will not return services already provided, including already paid Fees. Termination of the Agreement does not affect the Client's obligation to pay the Fee for Services already provided.
- 5.5 In connection with the termination of the Agreement, the Provider is entitled to invoice the Client for all costs that would ultimately be borne by the Provider, or that should be paid to him by the Client according to these GTC, the Agreement or mutual agreement together with the last invoice or later, if necessary.
- 5.6 The termination of one Agreement does not affect the duration of other Agreements between the Parties, if they are concluded. The termination of the Agreement does not affect any rights and obligations of the Parties, which according to these GTC, the Agreement or due to their purpose should remain in force even after the termination of the Agreement.

6. TECHNICAL SUPPORT SERVICES

- 6.1 Third Party Outages . The Client acknowledges that the provision of the Services is largely dependent on the supply of third parties, for the fulfillment of which it is not objectively responsible, including providers of standard software and cloud services. The Client agrees that the unavailability of third party systems (i) may affect the availability of the System and/or Services, (ii) is beyond the control of the Provider, (iii) will be an exception to the Serviceability Guarantee and (iv) will not result in any refunds , damages or credits for the Client.
- 6.2 Force majeure event . An event of force majeure means events or circumstances that are beyond the control and occur through no fault or negligence of the Provider, which the Provider could not prevent using reasonable care. Such events also include, but are not limited to, a) civil unrest, wars, acts of terrorism, b) natural disasters such as earthquakes, floods, fires or other physical natural disasters, extreme weather conditions, c) crashes of critical infrastructure facilities. The Provider is not responsible for delays or non-fulfillment of obligations under the Agreement as a result of force majeure. The Provider will make reasonable efforts to restore the Services as soon as possible in the event of a force majeure event.
- 6.3 Response time . The Provider will respond to the Client's inquiry regarding technical support no later than two (2) working days from the delivery of the inquiry from the Client.

7. CONFIDENTIALITY

- 7.1 The Parties are obliged to keep confidential the Confidential Information that they learn from the other Party in connection with the fulfillment of obligations under the Agreement and will not disclose it to any third party without the prior written consent of the other Party. Confidential information may be used only for the purpose of fulfilling the rights and obligations arising from the Agreement (hereinafter referred to as " **Permitted Use** ").
- 7.2 If the Parties entered into an NDA prior to the conclusion of the Agreement, this NDA shall remain unaffected, the confidentiality provisions contained in these TOS shall apply, to the extent they do not conflict with the provisions of the NDA, as well.
- 7.3 Each Party may disclose Confidential Information to its employees, subcontractors, and legal and financial advisors, provided that disclosure is necessary for the Permitted Use and provided that such persons are bound by the same confidentiality obligations as the Party so providing the Confidential Information. The Parties are entitled to provide Confidential Information to public authorities only with prior notification and consent of the Party concerned.

8. INTELLECTUAL PROPERTY

- 8.1 The Provider retains and reserves all rights to Intellectual Property related to the System and used in connection with the Services provided. By concluding the Agreement, the Provider grants the Client a non-exclusive, revocable, non-sublicensable and non-transferable license to use the System and Services and the Intellectual Property contained therein during the entire period of validity of the Agreement.
- 8.2 The Client may not, without the prior written consent of the Provider, copy, display, modify, adapt, translate, download, reproduce, create derivative works from any (part) of the Intellectual Property and/or Services; reverse engineer, decompile , decode or otherwise attempt to discover the source code of any part of the System, lease, assign or otherwise transfer rights from (including) the Intellectual Property and/or Services; remove any indication of ownership of the Intellectual Property rights; use any parts of the Intellectual Property in such a way that an impartial third party could have a negative, false or misleading idea about the Provider and the Services provided by him; or use, any device or software that could interfere with any Intellectual Property of the Provider.
- 8.3 The Provider guarantees the Client that by using the Services in accordance with these GTC and the Agreement, the Client will not infringe the Intellectual Property rights of third parties. If the Client provides the User with any document, information (including Data) for the purpose of fulfilling the Agreement and providing the Services, the Provider is guaranteed that it has all intellectual property rights, licenses and / or ownership rights to these documents, information (Data), and gives the Provider consent for the use of these documents, information (Data) for the provision of Services and the fulfillment of obligations under the Agreement. In the event of the falsity of this statement, the Client undertakes to reimburse the Provider for any financial loss incurred by the Provider as a result of the assertion of any claim for infringement of the intellectual property rights of a third party against the Provider.
- 8.4 The Client is obliged to immediately notify the Provider of any facts related to the suspicion or knowledge of any actions of the Provider or a third party related to the Services or the activities of the Provider that violate, or may violate, the above-mentioned provisions regarding Intellectual Property and copyright.

9. LIABILITY FOR DAMAGES

- 9.1 If the Provider violates its obligation under the Agreement , it is obliged to compensate the damage caused to the Client, only if the damage was caused by intentional action or negligence.
- 9.2 The Provider is only responsible for actual damage caused in the causal connection between the actual damage and the use of the System. The provider is not responsible for any lost profit, indirect or consequential damage. The Provider is not responsible for any damage caused directly or indirectly as a result of improper use of the System.

- 9.3 The amount of damage that, in accordance with this Article 9 of the General Terms and Conditions, the Provider is obliged to compensate the Client, is limited to a maximum amount of the Fee that the Client paid in the last 12 months immediately before the event that caused the damage.

10. FINAL PROVISIONS

- 10.1 These GTC, as well as the Agreement and all disputes or claims (including non-contractual disputes or claims) that arise from these Agreements or in connection with them or in connection with their subject matter or arrangements, will be governed and interpreted in accordance with Slovak law. The Parties agree that the Slovak courts have exclusive jurisdiction to decide any disputes (including non-contractual disputes or claims) that arise between the Parties in connection with these GTC and the Agreement.
- 10.2 If it turns out that any of the provisions of these GTC and/or the Agreement are invalid, ineffective or legally unenforceable, the other provisions of the GTC and/or the Agreement remain in force. The Parties undertake to change and/or replace the relevant provisions with other provisions that correspond to the purpose of the Agreement and their commercial intention when concluding it.
- 10.3 The maximum liability of the Provider for any damage caused to the Client in connection with the provision of Services is limited to the amount of the total Fee actually paid by the Provider for the period of the last 6 months before the event that caused the damage, unless the Contract provides otherwise. The Provider is not responsible for any indirect damages or lost profits of the Client.
- 10.4 If the Data contain any personal data in accordance with Art. 4 par. 1 GDPR, the Provider undertakes to process this personal data for the Client in the position of an intermediary in accordance with the Addendum on the processing of personal data, which forms Annex no. 1 of these GTC. The manner in which the Provider processes personal data is explained in more detail in the Personal Data Protection Policy. By accepting these General Terms and Conditions, the Client confirms that he was familiar with the Personal Data Protection Principles and acknowledges that the Provider may change them unilaterally at any time.
- 10.5 Any communication or delivery of notices between the Parties shall be carried out primarily electronically using contact e-mails, or by other means specified in the Agreement (including delivery of notice of termination, invoicing or specification of Services). Each Party shall notify the other Party of any change in contact information without undue delay. Unless such change of contact details is notified to the other Party, the other Party may use the original contact details for any communication which is then deemed to have been duly delivered to the other Party, even if returned as undelivered.
- 10.6 The Client agrees that the Provider may publish case studies and references of the Client / general information about the provision of Services to the Client on its website, social networks, conferences or as part of a presentation, proposals or generally as part of its marketing activities, including logo, name, graphic representation provided Services. The Client grants the Provider a non-exclusive, free, geographically and time-limited license to publish any information related to the provision of Services to the Client, with the exception of Confidential Information. The Client is not entitled to fully or partially transfer his rights and obligations from these General Terms and Conditions or the Agreement to a third party without the prior written consent of the Provider.
- 10.7 The Provider is entitled at any time to set off any payable obligation or claim from the Agreement against the payable obligation or claim of the Client, regardless of whether such obligation or claim for offsetting arises on the basis of this Agreement.
- 10.8 The provider can unilaterally change these GTC at any time and for any reason by publishing a new version of these GTC on its website. The new version of the GTC is effective for the Client on the day the GTC is published on the Provider's website.

Gratitude Co j.s.a.

The wording of the General Terms and Conditions valid and effective as of [1.7.2023]

Annex no. 1
Addendum on the processing of personal data
(hereinafter referred to as "**Addendum on the processing of personal data**")
between

- 1.1 Subject of modification. The Client hereby appoints the Provider as its intermediary in the processing of personal data, which the Provider processes on behalf of the Client (hereinafter referred to as "**Personal Data**") and on the basis of the Client's instructions as part of the provision of Services based on the Agreement. Any processing of Personal Data by both Parties must be in strict accordance with this Personal Data Processing Agreement. It is the intention of the Parties that any processing of Personal Data that is subject to the GDPR is in accordance with the GDPR.
- 1.2 Capitalized terms in this Personal Data Processing Addendum have the same meaning assigned to them in the General Terms and Conditions for Product Use [Siplabel].
- 1.3 Duration and Termination. This Agreement on the processing of personal data is concluded for the period of provision of the Services and is automatically terminated in the event of termination of the provision of Services, namely on the day of termination of the provision of services. Upon termination of the Agreement, the Provider shall, at the Client's decision, either return or securely delete all Personal Data, unless there is a requirement or authorization for longer storage of this Personal Data based on EU legislation or the legislation of EU member states that apply to the Client or the Provider.
- 1.4 Nature of processing. The nature of the processing of Personal Data according to this Agreement on the Processing of Personal Data is determined by the nature of the Services provided by the Provider. The Provider is authorized to record, organize, structure , store, search, search, delete and liquidate Personal Data.
- 1.5 Purposes of personal data processing. The Client authorizes the Provider to process Personal Data only in connection with the provision of Services and, insofar as it is necessary for the fulfillment of obligations in the provision of Services based on the Agreement.
- 1.6 Type of personal data. The exact scope of Personal Data follows from the description of the Data in the Agreement. The contracting parties do not envisage the processing of special categories of Personal Data pursuant to Art. 9 GDPR or Personal data on criminal convictions according to Art. 10 GDPR. The Provider is authorized to process any type of Personal Data that it considers necessary for the provision of Services .
- 1.7 Categories of affected persons. The Provider will primarily process the personal data of the Client's employees or suppliers and persons authorized by the Client to use the System.
- 1.8 Other intermediaries. As an intermediary in the processing of Personal Data, the Provider is not entitled to appoint another intermediary or a third party to process Personal Data without the prior consent or general consent of the Client. The prior consent or notification of the Client is not necessary for the use of the following categories of sub-intermediaries, including changes of sub-intermediaries within these categories, provided that the Provider has entered into an agreement on data processing with these sub-intermediaries in accordance with Article 28 para. 4 GDPR and provided that the section below regarding cross-border transfers is fulfilled:
 - a) providers of hosting services , storage, security, technological and analytical suppliers (mainly in connection with technical maintenance, development, storage and security of the System);
 - b) Legal and financial advisers and auditors;
 - c) Related persons of the Provider, companies connected by property / personnel or companies belonging to the Provider's group.

- 1.9 Provided the above conditions are met, the Provider is not obliged to notify the Client of intended changes to other intermediaries within the above categories of intermediaries, with which the Client expressly agrees. If the above conditions are not met, the Provider will notify the Client of any intended change of sub-intermediaries and provide the Client with the opportunity to object to such changes. At the request of the Client, the Provider will provide a list of sub-intermediaries and/or recipients of Personal Data at any time.
- 1.10 Cross-border transfers. As an intermediary, the Provider is not authorized to transfer Personal Data outside the countries of the European Economic Area without the prior consent of the Client. In the case of obtaining the Client's consent, it remains the Provider's responsibility to ensure compliance with Articles 44 - 50 GDPR with regard to all such potential cross-border transfers. Under these conditions, the Client hereby grants the Provider a general written authorization / documented instruction to transfer Personal Data outside the country of the European Economic Area, where any of the above-approved sub-intermediaries may be located. Any other general consents or documented instructions of the Client can be given to the Provider in writing, by e-mail, post, telephone or similar means, if such instructions can subsequently be documented in writing. It remains the Client's responsibility to record or document these instructions. The Provider is obliged to inform the Client if it believes that the Client's instruction would violate the GDPR or other laws.
- 1.11 Local law. The Client is obliged to inform the Provider about any deviations from other national legislation or about the provisions of the legislation on the protection of personal data in individual countries.
- 1.12 Rights of the data subject. According to article 28 par. 3 letters e) GDPR, the Provider acting as an intermediary for the processing of Personal Data must, as far as possible due to the nature of the processing, provide the necessary assistance to the Client as the operator in fulfilling his legal obligations, e.g. the obligation to respond to requests to exercise the rights of the data subject under the GDPR. The Provider will fulfill this obligation by providing supporting information available at the Client's request. This supporting information may include an updated list of sub-intermediaries, beneficiaries and third countries concerned. However, the Provider is not obliged to handle or respond to the request of the affected person regarding the purposes of the Client's processing. Such requests are processed and answered exclusively by the Client. If the Provider receives such a request from the person concerned, it will immediately forward this request to the Client. The client is aware of the consequences of the use of blockchain technology on the rights of data subjects, including the right to delete data and the period of data retention, and accepts full responsibility in case of non-compliance.
- 1.13 Legal basis. The legal basis for the processing of Personal Data according to this Personal Data Processing Agreement is determined by the Client and may change mainly due to the different regulatory approach of various EU supervisory authorities. The client considers the legal basis for the performance of the Agreement, the consent of the affected person or a legitimate interest to be the legal basis. It remains the exclusive responsibility of the Client to obtain the consent of the persons concerned with the processing of personal data for the purposes for which such consent is necessary. The Client is obliged to instruct the Provider to carry out the processing in accordance with the results of the proportionality test. Proportionality test or assessment of legitimate interest (LIA, balance test) is performed by the Client before the start of processing. The Provider considers that the Client has sufficient legal grounds for processing through the Provider, which is foreseen by this Agreement on the processing of personal data.
- 1.14 Transparency. Each operator has a general obligation to provide information to data subjects pursuant to Article 13 or Article 14 of the GDPR. The client is responsible for providing this information with regard to the purposes of this Agreement on the processing of personal data, as well as for compliance with any principles of transparency and obligations towards the persons concerned. The Provider is not obliged to fulfill the information obligation towards the affected persons on behalf of the Client. However, the Client is advised to: (i) use a reference to the Personal Data Processing Policy in its own personal data protection policy in the section relating to intermediaries, recipients and/or transfer of personal data, including a reference to the Provider's Personal Data Protection Policy; ii) publish its own privacy policy on all its websites and social media profiles.
- 1.15 Confidentiality. The Provider shall implement such organizational measures as will ensure that all

employees or any other persons designated by him who process the Personal Data of the affected persons process this data only on the basis of the Client's instructions and in accordance with them and that they are obliged to maintain the confidentiality of the Personal Data.

- 1.16 Adequate security measures. The Provider will maintain, implement and enforce safety and security procedures in the provision of the Services that are: (a) equal to or better than normal industry standards for such type of Services, but in each case consistent with a reasonable level of care; and (b) comply with GDPR requirements.
- 1.17 Audit. The Provider will make available to the Client all the information necessary to prove the fulfillment of the obligations set forth in Article 28 of the GDPR, and the Client may request the Provider to fulfill the obligations related to the audit according to this Agreement on the processing of personal data and the GDPR based on a 15-day prior written notice of the audit. The performance of the audit is subject to all relevant confidentiality obligations agreed between the Parties and the Personal Data Processing Agreement and is carried out in a manner that minimizes any disruption to the performance of the Services provided by the Provider and its normal business operations. Audits may not reveal or lead to the disclosure of any Confidential Information. Any costs for conducting audits or making available all information necessary to demonstrate compliance with Article 28 GDPR shall be borne by the Client, including the costs of legal representation incurred by the Provider.