

Platform Participation Agreement

All approved businesses and the COTO operator | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

Draft status and completion gate

DRAFT FOR LEGAL REVIEW - ENGLISH - VERSION 1.0 - 28 OCTOBER 2026. This publication is a proposed template, not an agreement already in force. Downloading, visiting a page or signing into the pilot does not accept this template. Do not sign until every bracketed field and applicable schedule has been completed, the contracting entities and authority checked, and counsel has reviewed the relevant countries and activities. No signature is applied by COTO or by this document.

COTO is a brand. The contracting operator must be entered as [full registered entity, jurisdiction, registration number, registered office and notice address]. Do not assume that COTO Rugs, Inc. has been incorporated or that its parent automatically guarantees its obligations. Use AMNAYA Corporation only after its role and authority as contracting operator are confirmed. Operational contact proposed for this pack: business@amnayacorp.com; a legal-notices address and monitored grievance channel must be designated before activation.

Incorporation, priority and current service boundary

For platform-facing agreements, the separately executed Platform Participation Agreement (01) supplies the common contractual provisions. The agreement schedule must identify its exact version and attach the agreed copy; a changing website link is insufficient. A transaction-specific signed schedule prevails on price, goods, delivery and negotiated variations; an applicable mandatory law prevails over all documents. Document 05 is a seller-buyer contract: COTO is not a party merely because it stores the record. Documents 08 and 10 are standalone on confidentiality and data processing. Notices and codes become contractual only when expressly incorporated into an executed agreement, and mandatory rights remain unaffected.

The current invited pilot stores business profiles, lots, approvals, invoice/receipt records and balances. It does not collect or hold funds, offer escrow or credit, perform sanctions/KYC automation, guarantee product or labour claims, certify signatures, or transfer legal title through a token. Public blockchain anchoring, crypto checkout, bidding and AI assistance are not active. An operator-attested receipt is not a bank confirmation. No clause activates an unavailable or unlicensed service. A future service requires an expressly agreed, versioned addendum and operational/legal readiness.

1. Parties, purpose and eligibility

The operator identified in Schedule A and the named participant agree to access the specifically enabled COTO business-to-business services. Each signatory warrants authority for its entity. Account users must be adults with permission to act. No consumer sales or personal investment services are offered under this agreement. The participant supplies accurate registration, role, location, beneficial-ownership and contact information reasonably needed for lawful review, using an approved secure channel for sensitive records. Approval is limited to access and is not an endorsement.

2. Accounts and control

Accounts are individual, invitation-only and subject to review. Users protect credentials, use required MFA, report compromise promptly and cease access when authority ends. No shared logins or credential transfers. The pilot presently supports one business per account; team permissions require a separately enabled feature. The operator may request updated evidence or suspend access on reasonable security, illegality or material-integrity grounds. It gives notice and reasons where lawful, offers a review contact and preserves relevant records. Suspension does not itself cancel a seller-buyer contract or confiscate funds.

3. Marketplace role and permitted conduct

Buyers and sellers remain responsible for their goods, specifications, declarations, import/export duties and transaction terms. COTO is a records and coordination service unless a separate signed service order expressly says otherwise. No employment, agency, partnership, fiduciary relationship or authority to bind another party is created. The participant must not upload fabricated evidence, infringing designs, unlawful personal data, misleading labour claims or malicious code; manipulate quotations; collude on prices; or use the platform to circumvent applicable sanctions. Independent commercial negotiations are permitted: no blanket exclusivity or restraint on lawful direct trade is imposed.

4. Orders, evidence and technology

A proposed record is not stock acceptance. Contracting parties review all terms and separately approve the identified version. Exportable records must show the actor, timestamp, version and corrections. A later correction appends an explanation rather than silently overwriting history. Supplier declarations must be labelled as such; an evidence fingerprint proves only consistency with a supplied file. If anchoring is later enabled, only salted fingerprints and opaque references may be published, subject to an approved design; no personal data, bank details or confidential contract text may be placed on-chain. AI output, if introduced, requires human checking and cannot certify origin or labour conditions.

5. Charges, confidentiality and intellectual property

There is no charge merely because a draft is published or an account is invited. Fees arise only under a completed Services Order (06), stated in USD with taxes, scope and payment dates. No undisclosed commission, automatic renewal or retroactive fee change. Each party retains its existing intellectual property. The participant grants only the licence reasonably needed to store and display its submitted business data to the agreed audience; public publicity, design reuse or AI training needs separate express permission. Each protects non-public business information with reasonable care, uses it only for the agreed purpose and discloses it only to authorized recipients bound by protection or as legally required. Confidentiality exclusions and compelled-disclosure procedures in an executed NDA prevail on that subject.

6. Service standards, claims and liability

No uptime or delivery guarantee applies without a signed service-level schedule. The operator will use reasonable care in providing enabled services, investigate notified record errors and maintain reasonable access controls. Neither party excludes liability that law forbids excluding. Subject to mandatory law, neither is liable for indirect or consequential loss; ordinary aggregate direct liability is proposed at the greater of USD 1,000 or fees paid/payable under this agreement in the preceding 12 months. This cap does not limit fraud, wilful misconduct, death/personal injury caused by negligence, payment obligations, or liabilities that cannot lawfully be capped. Confidentiality/data-security and third-party IP indemnity exposure is proposed at twice that cap, subject to counsel and express agreement. These are negotiating proposals, not settled amounts.

A party causing a third-party claim through its infringement, unlawful goods or material contractual breach indemnifies the other only to the extent caused by that conduct. Prompt notice, reasonable cooperation, mitigation, defence control by suitable counsel and consent to any admission/non-monetary settlement are required; no double recovery. This indemnity does not cover the protected party's own fault.

7. Term, exit and force majeure

Initial term: [start/end or rolling term]. Either party may terminate on 30 days' written notice, or for material breach not cured within 15 days after sufficiently detailed notice; immediate suspension is available for urgent lawful protection. Existing sale obligations survive unless the parties to that sale agree otherwise. Provide a reasonable record-export opportunity before routine closure, then apply the documented retention schedule and legal holds. Accrued fees, confidentiality, IP ownership and dispute provisions survive. Force majeure excuses only affected non-payment performance while notice, mitigation and reasonable alternatives continue; either party may end the affected unperformed service after 60 days, with reconciliation of unearned fees.

8. Law, disputes and general provisions

Proposed for operator-participant B2B contracts: Delaware law, excluding conflict rules, and exclusive state or federal courts sitting in Delaware with subject-matter jurisdiction. Counsel must approve this choice for the participant and service; it does not displace mandatory labour, privacy, consumer, customs or sanctions law, nor the separate sale-contract forum. First seek a good-faith resolution through designated representatives for 30 days; urgent protective relief and mandatory rights remain available. No arbitration or class-action waiver is imposed by this template. Notices use the completed schedule. Amendments require express written agreement; material changes are not accepted merely by continued browsing. Assignment needs consent, not unreasonably withheld, except a lawful reorganization with continuing protection and notice. Invalid provisions are limited or severed; no waiver by delay. Counterparts and expressly agreed electronic signatures may be used with records of authority and intent.

Schedule A - complete before execution

Operator legal details and notices: [complete]. Participant legal details, signatory authority, jurisdiction, business role and notices: [complete]. Enabled services and excluded features: [complete]. Start/term; fee order reference; confidentiality/DPA/code versions; permitted audience; export/retention arrangements; negotiated liability and dispute variations: [complete].

Execution schedule - intentionally unsigned

Complete the parties and all essential schedules first. Signing confirms only the completed identified version and incorporated attachments. No signature or acceptance has been applied.

PARTY A	PARTY B
Full legal name / registration [complete]	Full legal name / registration [complete]
Registered address / notices [complete]	Registered address / notices [complete]
Authorized signatory / title [complete]	Authorized signatory / title [complete]
Authority evidence / date [complete]	Authority evidence / date [complete]
Signature / execution date [complete]	Signature / execution date [complete]