

Subscription and Professional Services Order

Subscribers, research clients and market-entry clients | 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. Specific services, not investment

The completed operator and subscriber agree only the services listed in the order schedule. Available or future categories may include platform subscriptions, market reports, market-entry support, bid/auction services and consortium-brand support, but a category name is not a promise that it is enabled. Mark every item as available now, conditional future scope or excluded. This order grants no shares, profit participation, guaranteed sales or investment return. Investor relationships require separate properly advised documents.

2. Deliverables and responsibility

Describe user entitlement, countries, expected transaction volume, data/report coverage, methodology, date range, output format, milestones, deadlines and named project contacts. For research or market-entry work, list client inputs, reliance assumptions, limits and third-party licences. COTO does not guarantee that market information is exhaustive/current, that a buyer will purchase, or that a regulatory application will succeed. It must nevertheless use reasonable care and disclose material known limitations. Legal, tax, customs and investment advice are excluded unless a separately qualified adviser contracts for that service.

3. Fees, term and renewal

All charges are USD with itemized subscription, fixed project, usage, success, commission or licence components. A success fee requires an unambiguous trigger, transaction base, exclusions, reporting evidence, due date and lawful dispute procedure; no fee is inferred from an introduction. Specify taxes, included volume/users, overage unit, caps and a written approval process for extra work. Initial price is [amount]; start/end [dates]; invoice/milestones [complete]. No auto-renewal is proposed: renewal requires affirmative agreement to the next term and price. No payment card, direct debit or crypto collection is authorized by this draft.

4. Acceptance, cancellation and service levels

For project deliverables, client has [period] to identify specific departures from scope, and supplier has [period] for an agreed cure. Mere commercial disappointment does not establish nonconformity; silence is not automatic acceptance unless expressly agreed and lawful. State cancellation rights, earned work, non-cancellable pre-approved third-party costs, unused prepaid service and pro-rata refund formula. Do not promise cash refunds that have not been agreed or funded. Any uptime, support hours, response, escalation, maintenance window and service-credit cap belongs in a completed SLA. A credit does not replace mandatory remedies.

5. Reports, data and branding

Client receives the agreed internal-use or distribution licence only; identify audience, territories, duration and permitted excerpts. Aggregated reports must not expose confidential trade terms or re-identify producers. No sale of identifiable personal data or AI training is included. Reports distinguish observed facts, supplier declarations, estimates and opinions. Consortium branding requires Licence 09 and defined standards; payment does not buy a false certification. No report may be marketed as an investment recommendation or proof of exploitation-free production without a defensible basis.

6. General terms and order schedule

Attach the executed Platform Agreement 01 and applicable DPA/NDA/licence versions. State precedence for negotiated commercial terms. Include operator/subscriber details, term, available services, volume/locations, deliverables, acceptance and SLA, USD fees/taxes and caps, billing contact, cancellation/refund, usage licence, dependencies and exclusions. Signatures on a completed order establish only that order; future features require a separate activation agreement. Earned payment, confidentiality, IP and record obligations survive termination as agreed.

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]