

## **PARTIES**

- (1) The Customer as detailed in the Service Contract with the Supplier (**Customer**).
- (2) Compliance Assist Limited incorporated and registered in England and Wales with company number 06853249 whose registered office is at Sussex Innovation Centre (**Supplier**).

## **BACKGROUND**

- (A) The Supplier is an expert in the provision of services for Anti-Money Laundering Checks, Sanctions and PEP Screening, Identity Verification and Corporate Risk Screening.
- (B) In reliance on that expertise, the Customer wishes to appoint the Supplier to provide services to it and its affiliates under this Agreement and applicable Service Contract that contains the variables in relation to the Agreement.
- (C) The Service Contract will incorporate the terms and conditions set out in this Agreement.

## **AGREED TERMS**

### **1. INTERPRETATION AND DEFINITIONS**

#### 1.1 Interpretation

The following definitions and rules of interpretation apply in this Agreement:

- (a) All defined terms used in this Agreement and the Service Contract shall have the meaning given to them in this clause 1.
- (b) Clause, schedule and clause headings shall not affect the interpretation of the Agreement or the Service Contract.
- (c) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- (i) A reference to **writing** or **written** includes email.
- (j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- (k) A reference to **this Agreement** or to any other agreement or document referred to in this agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- (l) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 1.2 Definitions

In this Agreement and each Service Contract, the following definitions apply:

**Affiliate:** in relation to a party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company.

**Agreement:** the Applicable Terms, the EUA in Schedule 1, the Service Contract and any other documents incorporated by reference.

**Applicable Terms:** clauses 1 - 25 of this Agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England.

**Charges:** the charges set out in the applicable Service Contract payable by the Customer for the supply of the Services by the Supplier.

**Customer Background IPRs:** all Intellectual Property Rights in the Customer Materials.

**Customer Manager:** in respect of each Service Contract, the person so designated in the Service Contract.

**Customer Materials:** all materials, specifications, software and data supplied by the Customer to the Supplier.

**Deliverables:** all documents, reports, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, software, data, reports and specifications (including drafts).

**EUA (End User Agreement)** – the End User Agreement in Schedule 1 of this Agreement.

**Foreground IPRs:** all Intellectual Property Rights in the Deliverables, other than Supplier Background IPRs.

**holding company and subsidiary:** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Service Contract:** an agreement for the provision of Services by the Supplier to the Customer agreed in accordance with clause 2.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Service Contract.

**Supplier Background IPRs:** all Intellectual Property Rights that are owned by or licensed to the Supplier and which are or have been developed independently of this agreement (whether prior to the Agreement Commencement Date or otherwise) in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Customer to receive and use the Services.

## **2. SERVICE CONTRACT PROCESS**

This Agreement governs the overall relationship of the parties in relation to the Services provided by the Supplier to the Customer and sets out, in this clause 2, the procedure for the Customer to request the provision of Services from the Supplier under this Agreement;

- 2.1 Within 20 (twenty) Business Days of receipt of a written request from the Customer or any Customer Affiliate, the Supplier shall:
- (a) either notify the Customer that it is not able to provide the requested services; or
  - (b) complete a draft service contract and shall submit the draft service contract to the Customer (as applicable) for its written approval. The draft service contract shall include the services provided by the Supplier, the applicable charges and any special terms and conditions.
- 2.2 This Agreement shall not enter into force, be legally binding or have any other effect unless:
- (a) the Service Contract has been signed by the authorised representatives of both parties to; or
  - (b) the Supplier has commenced providing, and the Customer has commenced using, the Services.
- 2.3 In the event of a conflict between the Applicable Terms and any special conditions in the Service Contract, the terms of the Service Contract will prevail to the extent expressly within the special terms and conditions stated in the Service Contract.

## **3. COMMENCEMENT AND TERM**

- 3.1 This Agreement shall commence and end on the dates specified in the Service Contract, unless terminated earlier in accordance with its terms.

## **4. SUPPLY OF SERVICES**

- 4.1 Subject to clause 9 the Supplier warrants that it will supply the Services in accordance with the specifications provided by the Customer.
- 4.2 The Supplier shall supply the Services in accordance with the Applicable Terms and any express terms set out in the Service Contract.
- 4.3 The Supplier shall meet any performance dates specified in the Service Contract, always provided that if no performance dates are so specified the Supplier shall perform the Services within a reasonable time.
- 4.4 In supplying the Services, the Supplier shall:
- (a) perform the Services with the due level of care, skill and diligence in accordance with good practice in the Supplier's industry, profession;
  - (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Service Contract;
- (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Contract;
- (f) comply with all applicable laws and regulations; and
- (g) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.

## **5. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) warrant that the specifications it provides to the Customer in relation to the provision of the Services are complete and accurate, and comply with all applicable laws and regulations;
- (b) warrant that it will, and ensure that any of its end users will, comply with the EUA and any other third party terms as advised by the Supplier from time to time;
- (c) co-operate with the Supplier in all matters relating to the Services and appoint (and, as it thinks fit, replace) the Customer's Manager in relation to the Service Contract;
- (d) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in advance, for the purposes of the Services;
- (e) provide such information as the Supplier may reasonably request and the Customer considers reasonably necessary, in order to carry out the Services in a timely manner; and
- (f) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises.

## **6. INTELLECTUAL PROPERTY**

- 6.1 The Supplier and its licensors shall retain ownership of all Supplier Background IPRs. The Customer and its licensors shall retain ownership of all Customer Background IPRs.
- 6.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Service Contract to access the Supplier Background IPRs for the purpose of receiving and using the Services and the Deliverables in its business.
- 6.3 Subject to clause 6.2, the Supplier grants the Customer access to any archived Deliverables for the duration of the Service Contract (or as otherwise agreed in the Service Contract), subject to a service fee as notified by the Supplier.
- 6.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2:
  - (a) to other Customer Affiliates and customers;
  - (b) to third parties for the purpose of the Customer's receipt of services similar to the Services.

- 6.5 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, the Foreground IPRs, subject to any third party terms and/or limitations, together with the right to sue for and recover damages or other relief in respect of infringement of the Foreground IPRs.
- 6.6 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Foreground IPRs and the Customer Background IPRs for the term of the Service Contract for the purpose of providing the Services to the Customer and any Customer Affiliates in accordance with this Service Contract.
- 6.7 The Supplier warrants that the receipt, use and onward supply of the Services by the Customer and its licensees and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 6.8 The Supplier shall not be in breach of the warranty at clause 6.7 of this Agreement, and the Customer shall have no claim under the indemnity at clause 6.9 of these Applicable Terms, to the extent the infringement arises from:
- (a) any modification of the Deliverables, Supplier Background IPRs, Foreground IPRs or Services, other than by or on behalf of the Supplier; or
  - (b) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.
- 6.9 Each party shall keep the other party indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the other party as a result of or in connection with any claim brought against that party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.
- 6.10 Each party shall:
- (a) notify the other party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 6.9 of these Applicable Terms (**IPRs Claim**);
  - (b) allow the other party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that that party shall obtain the other party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
  - (c) provide the other party with such reasonable assistance regarding the IPRs Claim as is required by that party, subject to reimbursement by the other party of that party's costs so incurred;
  - (d) not, without prior consultation with the other party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the other party into disrepute.

## **7. CONFIDENTIALITY**

- 7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 7.3. For the purposes of the Service Contract, the Foreground IPRs and the Deliverables shall be deemed the confidential information of the Customer.

- 7.2 The Supplier may delete any Confidential Information in its custody in accordance with any applicable data protection legislation.
- 7.3 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **8. CHARGES AND PAYMENT**

- 8.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 8 and pricing table in the Service Contract. The Charges shall be paid in pounds sterling, unless otherwise specified in the Service Contract.
- 8.2 The Supplier shall invoice the Charges to the Customer at the intervals specified in the Service Contract. Each invoice shall include all reasonable supporting information required by the Customer Party to verify the accuracy of the invoice.
- 8.3 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier unless otherwise stated in the Service Contract.
- 8.4 All amounts payable by the Customer are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Service Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.5 If the Customer fails to make any payment due to the Supplier under the Service Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.6 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9. LIMITATION OF LIABILITY**

- 9.1 Nothing in this Agreement shall limit or exclude a party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

- 9.2 Subject to clause 9.1, neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.
- 9.3 Subject to clause 9.1 and clause 9.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the lesser of:
- (a) £125,000; or
  - (b) the value of the sum of the Charges paid and/or payable by the Customer over the 12 month period preceding the event that gave rise to the liability.

## 10. ANTI-BRIBERY COMPLIANCE

- 10.1 The Supplier and Customer shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 10.1(b), and will enforce them where appropriate;
  - (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of the Service Contract;
  - (e) immediately notify the other party in writing if a foreign public official becomes an officer or employee of that party or acquires a direct or indirect interest in that party; and
  - (f) within 3 (three) months' of the date of execution by the parties of the Service Contract, and annually thereafter, certify to the other party in writing signed by an officer of that party, compliance with this clause 10 by that party and all persons associated with it under clause 10.2. Each party shall provide such supporting evidence of compliance as the other party may reasonably request.
- 10.2 Each party shall ensure that any person associated with that party who is performing services in connection with the Service Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 5 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms.
- 10.3 Breach of this clause 10 by either party shall be deemed a material breach incapable of remedy under clause 11.2.
- 10.4 For the purpose of this clause 10, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 5, a person associated with either party includes but is not limited to any subcontractor of that party.

10.5 Each party shall keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Services and allow the other party on reasonable notice, within office hours and subject to the other party's reasonable confidentiality provisions access to all accounts and records relating to the Services for the purpose of inspection.

## 11. TERMINATION

11.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement or the Service Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this Agreement or the Service Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(c) to clause 11.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 For the purposes of clause 11.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this Agreement; or



- (b) any of the obligations set out in clause 9 (Limitation of Liability) and clause 10 (Anti Bribery Compliance),

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 11.3 Without affecting any other right or remedy available to it, the Supplier may, at its sole discretion, suspend the provision of the Services if the Customer fails to pay any of its invoices in part or in full. Following such a suspension, the parties may agree to lift the suspension once the due payments have been made.
- 11.4 Without affecting any other right or remedy available to it, the Customer may terminate this Agreement on giving not less than 2 [two] months' written notice to the Supplier before the end of the applicable anniversary date of the Agreement.

## **12. CONSEQUENCES OF TERMINATION**

12.1 On termination of the Agreement:

- (a) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected; and
- (b) the following clauses shall continue in force:
- Agreement: clause 1 (Interpretation and Definitions), clause 4.1 (Supply of Services), clause 5 (a) and (b) (Customer Obligations), clause 6.9 (Intellectual Property), clause 7 (Confidentiality), clause 8 (Charges and Payment), clause 9 (Limitation of liability), clause 10 (Anti-Bribery Compliance), clause 12 (Consequences of termination), clause 24 (Governing law), clause 25 (Jurisdiction); and
  - Any additional terms set out in the Service Contract

## **13. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **14. WAIVER**

- 14.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 14.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **15. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **16. SEVERANCE**

- 16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification

to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **17. ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## **18. ASSIGNMENT AND OTHER DEALINGS**

18.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Customer.

18.2 The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

## **19. NO PARTNERSHIP OR AGENCY**

19.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **20. THIRD PARTY RIGHTS**

20.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20.2 The Customer and Supplier may vary, terminate or rescind this Agreement without the consent of any Customer Affiliate.

## **21. FORCE MAJEURE**

Neither party shall be in breach of a Service Contract nor liable for delay in performing, or failure to perform, any of its obligations under a Service Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

## **22. NOTICES**

22.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service

at its registered office (if a company) or its principal place of business (in any other case). Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

22.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.3 A notice given under this agreement is valid if sent by email.

## **23. COUNTERPARTS**

23.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **24. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **25. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1

### Dow Jones Terms

The terms set out in this End User Agreement (“EUA”) apply to the Dow Jones Data, which shall be considered as Data for the purpose of the agreement between the Customer and ComplianceAssist (the “Agreement”). Unless otherwise defined in EUA, any defined terms shall have the meanings given in the Agreement.

In this EUA, the following terms shall have the following meanings:

“**Dow Jones Data**” means personal data (full name, maiden name or AKAs, place and date of birth, country of residence and country of citizenship, occupation and information on additional roles and the relationship (if applicable) to a public figure) compiled and maintained by Dow Jones on data subjects, including Politically Exposed Persons (PEPs) and Special Interest Persons (SIPs) which includes individuals due to his/her prominence in the news owing to his/her involvement in selected criminal activity:

“**Dow Jones**” means Factiva Limited, a company incorporated in England and Wales under number 3773253 and with registered address at The News Building, 1 London Bridge Street, SE1 9GF London, England, acting on behalf of Dow Jones & Company, Inc. and any of its affiliated companies; and

“**Permitted User**” means an individual authorised to access and use the Dow Jones Data and who is either: (a) an individual employee of the Customer; (b) an individual performing the functions of an employee on a temporary basis, independent contractor or consultant, in each case who is performing work for the Customer; [or (c) an individual working for a company engaged by the Customer (“**Third Party Contractor**”) to perform research using the Dow Jones Data on the Customer's behalf, for the benefit of the Customer] provided that the Customer: (i) assumes full responsibility and liability for the acts and omissions of all Permitted Users [and the Third Party Contractor], as if such acts and omissions were committed or made by the Customer; and (ii) ensure that the Third Party Contractor and all Permitted Users use the passwords (provided by the Customer) only on a dedicated basis for the Customer.

### 1. Licence

1.1 ComplianceAssist will supply the Dow Jones Data to the Customer from the Start Date for the Dow Jones Data set out in the Customer Agreement and grants to the Customer a non-exclusive, non-transferable, non-sub licensable, non-assignable licence to use the Dow Jones Data subject to the terms and conditions of the Agreement and this EUA.

1.2 The Dow Jones Data contains information derived from publicly available sources, and will be regularly up-dated. ComplianceAssist as updates are received from Dow Jones. Dow Jones retains control and ownership of the form and content of the Dow Jones Data, and although Dow Jones may alter the Dow Jones Data from time to time, its fundamental nature will not be changed. The Customer and Permitted Users [and Third Party Contractor] will not, under the Agreement and this EUA acquire any ownership rights in the Dow Jones Data.

### 2. Terms of use

2.1 The Customer and Permitted User [and Third Party Contractor] shall use the Dow Jones Data in strict compliance with applicable laws and regulations within the jurisdictions in which it accesses and uses the Dow Jones Data. The Customer shall ensure that the Dow Jones Data shall only: (a) be accessed by Permitted Users [and/or a Third Party Contractor]; and (b) be used for the legitimate interests of the Customer and particularly for the purposes of assisting in complying with legal duties and regulations which apply to the Customer such as due diligence, anti-money laundering, “know your customer” compliance or similar regulatory screening obligations.

2.2 Except to the extent permitted or required for the Customer's permitted use under section 2.1, the Customer and/or Permitted Users [and/or Third Party Contractor] shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Dow Jones Data to any third party, nor make the Dow Jones Data available for any such use; or (b) create or store in electronic form any library or archive of the Dow Jones Data save that, and notwithstanding anything to the contrary, the Customer shall be entitled to retain copies of the Dow Jones Data necessary for archival, regulatory and/or compliance purposes. The Customer's right to retain such copies as set forth above shall survive termination/expiration of this EUA provided that it no longer actively uses the Dow Jones Data.

2.3 The parties agree that upon termination of the provision of the Dow Jones Data and unless otherwise provided by subject applicable legal or regulatory restrictions, the Customer shall return or destroy all Dow Jones Data together with any copies, and certify in writing to ComplianceAssist the completion of this process. In the case where the Customer is required by law or regulation to keep copies of some of the Dow Jones Data, the Customer guarantees the confidentiality of the Dow Jones Data and will not use the Dow Jones Data for any other purpose.

### 3. Data Protection principles

3.1 The Customer shall comply with all applicable laws and regulations within the jurisdictions, in which the Customer processes the Dow Jones Data, and the Data Processing Principles set out below. The Customer acknowledges that an individual who is included in the Dow Jones Data (an “**Individual**”) can enforce in his/her country of establishment this provision against the Customer with respect to its personal data. Any person acting under the authority of the Customer, including a data processor, shall be obligated to process the Dow Jones Data only on instructions from the Customer and on terms no less stringent than those set out in the Data Processing Principles below.

3.2 Upon reasonable request of ComplianceAssist, the Customer will submit its data processing facilities, data files and documentation needed for processing to review, audit and/or certification by ComplianceAssist (or any independent or impartial inspection agents or auditors, selected by ComplianceAssist and not unreasonably objected to by the Customer) to ascertain

compliance with the warranties and undertakings in this EUA, with reasonable notice and during regular business hours. Such request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Customer, which consent or approval the Customer will attempt to obtain in a timely fashion.

#### **4. Warranties**

ComplianceAssist shall make reasonable efforts to ensure that the Dow Jones Data is up to date. While ComplianceAssist will use its reasonable efforts to ensure that the Dow Jones Data is complete, ComplianceAssist cannot warrant that the Dow Jones Data includes a complete or accurate archive of every public figure or their associates in each country. Except as specified in this EUA all express or implied representations, warranties, conditions and undertakings in relation to the provision of the Dow Jones Data are excluded.

#### **5. Customer Information**

Please note that ComplianceAssist will report to Dow Jones the name of the Customer and the number of name queries screened against the Dow Jones Data, but not its nature. This information will only be used by Dow Jones to verify the relevant usage of the Dow Jones Data and the payments due and payable to Dow Jones in this respect. Dow Jones shall not disclose such information to any third party, other than to members of its group companies, or use them for any other purpose whatsoever and will treat this information as Confidential Information.

#### **DATA PROTECTION PRINCIPLES**

**1. Purpose limitation:** Personal Data may be processed and subsequently used or further communicated only for the following purposes: (a) assisting in complying with legal duties and regulations which apply to the Subscriber Group; (b) performing a statutory role as a Governmental organization; or (c) performing law enforcement duties. If the Subscriber or a member of the Subscriber Group is processing special categories of data, defined under Article 8 of the European Directive 95/46/EC as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life ("Sensitive Data"), it shall only process it for the purpose of preventing fraud or a similar crime (the "Purposes").

**2. Personal Data quality and proportionality:** Personal Data must be accurate and, where necessary, kept up to date. Personal Data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

**3. Transparency:** Individuals must be provided with information necessary to ensure fair processing (such as information about the purposes for processing and about the transfer), unless such information has already been given by ComplianceAssist

**4. Security and confidentiality:** Technical and organisational security measures must be taken by the Customer that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. This obligation shall not apply where the Customer is accessing services via the hosted solutions of ComplianceAssist

**5. Rights of access, rectification, deletion and objection:** An Individual must, whether directly or via a third party, be provided with the Dow Jones Data about him/her that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or have been dismissed by the relevant data protection authorities, or when doing so would be likely to seriously harm the interests of the Customer or other organisations dealing with the Customer and such interests are not overridden by the interests for fundamental rights and freedoms of the Individual. The sources of the Dow Jones Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the Individual would be violated. An Individual must be able to have the Dow Jones Data about him/her rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, ComplianceAssist or the Customer may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the Dow Jones Data has been disclosed need not be made when this involves a disproportionate effort. The burden of proof for any refusal rests on the Customer or ComplianceAssist and the Individual may always challenge a refusal before the relevant data protection authorities.

**6. Sensitive Data:** The Customer shall take such additional measures (e.g. relating to security) as are necessary to protect such Sensitive Data in accordance with its obligations under the Agreement or this EUA.

**7. Automated decisions:** For purposes hereof "automated decision" shall mean a decision by ComplianceAssist or the Customer which produces legal effects concerning an Individual or significantly affects an Individual and which is based solely on automated processing of Dow Jones Data intended to evaluate certain personal aspects relating to him/her, such as his/her performance at work, creditworthiness, reliability, conduct, etc. The Customer shall not make any automated decisions concerning Individuals, except when: (a) (i) such decisions are made by the Customer in entering into or performing a contract with the Individual, and (ii) the Individual is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties; or (b) where otherwise provided by applicable laws or regulations.