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**KYC360 SERVICES TERMS AND CONDITIONS LAST**  
**UPDATED 8 JANUARY 2024**

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These terms and conditions ('Terms') together with Your signed Client Order Form(s) for the KYC360 Services constitute the entire agreement between the Parties. A separate Client Order Form is used in respect of each of Our principal services. You may sign more than one Client Order Form if You access multiple services from Us.

These Terms are subject to reasonable changes at Our discretion; however, the level of Services provided to You shall not be materially reduced, nor shall the Fees payable by You be changed for the Initial Term period set out in Clause 12.1 below without Your prior written consent (except by operation of Clause 6.4 at the end of each Service Year).

Your agreement to be bound by these Terms is indicated by Your signature of the completed Client Order Form. In the event of any inconsistency between these Terms and the Client Order Form, the Client Order Form will prevail. In the event of any inconsistency between one Client Order Form and another, that of the most recent signature date will prevail, so far as is relevant to the product to which the Client Order Form relates.

## TERMS

### THESE TERMS ARE BETWEEN: -

**KYC Global Technologies Limited**, a company incorporated in Jersey under registration number 120738 and trading as KYC360, whose registered office is at 6 Esplanade, St Helier, Jersey, JE1 1BX ("**KYC360**", "**We**", "**Our**"); and

**The Party** identified in the 'Client Details' section of Your Client Order Form ("**Client**", "**You**", "**Your**").

### THE PARTIES AGREE AS FOLLOWS: -

#### 1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means these Terms, including its Schedules together with Your Client Order Form.

"**Business Day**" means Monday to Friday excluding public holidays in Jersey and England.

"**Client Order Form**" means the KYC360 Services Client Order Form(s) which You have signed.

**“Contract Year”** means a period of one year. The first Contract Year shall commence on the System Access Date; subsequent Contract Years commence without interruption on the anniversary thereof.

**“Dow Jones”** means Factiva Limited, which is incorporated in England and Wales and whose registered place of business is The News Building, 1 London Bridge Street, London SE1 9GF, United Kingdom, trading as Dow Jones.

**“Dow Jones Information”** means information supplied by Dow Jones and distributed to You via the KYC360 Services. This information includes the records that are searched when You request a KYC360 search in respect of a search subject’s sanctions, Politically Exposed Person (“**PEP**”), Watch List or Black List status, and any resulting matches that are displayed to You.

**“Entity”** means the records relating to a natural or legal person who is one of Your potential, current or former customers, or a person linked to one of Your potential, current or former customers.

**“Go-Live Date”** means the date written in the ‘Service Details Part One’ section of Your Client Order Form.

**“GDPR”**: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

**“ID&V”** means the identification of customers and applicants for business and natural persons associated with customers and applicants, and the verification thereof.

**“Initial Term”** is defined at Clause 12.1 of these Terms.

**“Intellectual Property Rights”** means inventions, patents, registered designs, trademarks, service marks, domain names, trade and business names (including internet and email addresses), applications for any of the foregoing, copyrights, unregistered designs, know-how and database rights including all extensions and renewals and the goodwill attaching to any of them and applications for any of them and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

**“Kompany”** means 360kompany AG, an Austrian joint stock company registered in Austria. Kompany is a sub-contractor of the Supplier and provides KYB look-up services by searching worldwide company registries, which feed into the KYC360 Engine.

**“KYB”** means ‘know your business’.

**“Non-Material Errors”** mean errors in the coding of KYC360 which do not cause a significant impact on the KYC360 Service’s uptime or the availability of its principal features.

**“Non-KYC360 Application”** means a web-based, mobile, offline or other software application which is provided by You or by Your third party licensors, and which interoperates with KYC360 (including, for example, by way of a data feed from a customer relations management system, and explicitly including each of the Connected Systems).



**“Overage”** means the number of additional legal or natural persons searched/verified in a given Contract Year for the relevant KYC360 Service which are in excess of those contracted for in that year as specified in the “Service Details Part Two” table in the Client Order Form.

**“Permitted Users”** means the entities named as Permitted Users in the Client Order Form. References to ‘Your’ rights and obligations in these Terms shall, so far as relevant, be construed to be rights and obligations which are also enjoyed by and binding upon Your Permitted Users, save that You shall always be ultimately responsible to Us for the conformance of Your Permitted Users with the terms of the Agreement.

**“Power User”** means one or more of Your employees, agents or contractors who maintains a high level of proficiency in the use of the KYC360 Services, and who acts as a first point of contact for Your users in the event of simple support requests, and as a liaison person between Your users and KYC360 support in the event of more complex support requests.

**“KYC360”** refers collectively to one or more of KYC360 APIX, the KYC360 Engine, KYC360 Core, KYC360 Screening, KYC360 Verify, KYC360 Onboarding, KYC360 Salesforce App and the KYC360 Services as the context may require.

**“KYC360 APIX”** means the Application Programme Interface provided to You by Us to enable You to access the KYC360 Engine to the extent set out at Schedule One to this Agreement.

**“KYC360 Batch Adverse Media”** means an optional module of the KYC360 Engine, available in versions 2.3.4716 and above, which enables the automated screening of unstructured adverse media data via Third Party Search Partners.

**“KYC360 Engine”** means version 2.3.4714.1 or higher of the KYC360 casual and batch screening software application. The KYC360 Engine is hosted by Us and Your access to it is solely by way of KYC360 APIX unless expressly otherwise stated in the Agreement.

**“KYC360 Salesforce App”** means version 1.0.7 or higher of the KYC360 application supplied to You by Us, via the Salesforce CRM System under the brand “the KYC360 Salesforce App”. The software supplied includes the KYC360 application within the Salesforce CRM System, together with such updates to the software (denoted by an increase in the version number to the right of the decimal point) as We may supply from time to time. The definition of the KYC360 Salesforce App does not include any Non-KYC360 Application or package.

**“KYC360 Services”** means services provided to You by version 2.3.4714.1 or higher of the KYC360 Engine via the Application Programme Interface supplied by Us under the brand “KYC360 APIX”, services provided to You by version 2.3.4714.1 or higher of the KYC360 Engine via Our KYC360 Onboarding web portal located at <https://batch.riskscreen.com>, services provided to You by Our KYC360 Core software version 2.4 or above, services provided to You by the KYC360 Salesforce App and services provided to You by KYC360 Verify. The precise services supplied and delivery methods are set out at Schedule One to this Agreement and include such updates to the Services (denoted by an increase in the version number to the right of the decimal point) as We may supply from time to time.

# KYC360

“**KYC360 Verify**” means the cloud-hosted electronic identification and verification service supplied to You by Us for the purpose of identifying Your customers and verifying their identity, and delivered by means of the KYC360 Onboarding web-hosted user interface and mobile app.

“**Salesforce**” or “**SFDC**” means Salesforce.com, Inc.

“**the Salesforce CRM System**” means the software platform operated by Salesforce and used by corporations for customer relationship management and associated tasks.

“**Sayari**” means Sayari Labs, Inc., a company incorporated in the USA. Sayari is a sub-contractor of the Supplier and provides KYB look-up services by searching its internal databases aggregated from open source data, which feed into the Software.

“**Service Fees**” means fees payable by You to Us for the Services as set out in the Client Order Form. In respect of KYC360 Onboarding, the Service Fees include the Platform Fee, the Consumables Fee.

“**Services**” means the KYC360 Services and such technical implementation and setup, support and development services as are set out in Schedule 1 to these Terms, in the Client Order Form, in the Statement of Work attached to the Client Order Form (if applicable) and/or as are more specifically agreed in further detail in writing.

“**Service Term**”: means the period of time during which You may access and use the Services in accordance with these Terms.

“**Third Party Search Partners**” means one or more providers of a technological capability to search the public internet, connected to KYC360 Batch Adverse Media via API. Examples of Third Party Search Partners may include Google and Bing.

“**User**” means an individual who is authorised by You to use the KYC360 Services, and to whom You (or, when applicable, Us at Your request) have supplied a user ID and password.

“**System Access Date**” means the date written in the ‘Service Details Part One’ section of Your Client Order Form and on which We first grant You access to the KYC360 Services.

“**We**”, “**Us**” or “**Our**” means KYC Global Technologies Limited, a company incorporated in Jersey under registration number 120738, trading as KYC360, whose registered office is at 95-97 Halkett Place, St Helier, Jersey, JE1 1BX.

“**You**” or “**Your**” means **The Party** identified in the ‘Client Details’ section of Your Client Order Form.

“**Your Data**” means electronic data and information submitted by or for You to the KYC360 Engine or the KYC360 Salesforce App, including data emanating from the Connected Systems.

## 2. SERVICES

2.1 In return for payment of the Service Fees set out in the Client Order Form, We will supply the Services in accordance with these Terms.

2.2 Except insofar as they relate to Your Use of the KYC360 Services, all terms of the Agreement shall take effect immediately on signature by both Parties of the relevant Client Order Form.

2.3 For the avoidance of doubt, We do not grant You any access to the Salesforce CRM System and this is subject to separate licensing between You and SFDC.

### 3. OUR UNDERTAKINGS

3.1 We will assist You with the operation, testing and maintenance of the KYC360 Services, together with the provision of any necessary staff training, in return for the payment of the relevant fee(s) as set out in the Client Order Form.

3.2 In return for payment of the fee(s) as set out in the relevant Client Order Form, We will provide You with (i) telephone support between 9am and 5pm on each Business Day, (ii) out of hours or onsite support as may reasonably be necessary, and (iii) technical implementation and set-up of the KYC360 Services.

### 4. YOUR UNDERTAKINGS

4.1 You undertake to use the KYC360 Services in accordance with the requirements of this Clause 4 and the usage parameters set out in the relevant Client Order Form and Schedule 1. You undertake not perform any of the acts referred to in this Clause 4.1 except to the extent, and only to the extent, permitted by law to You as a lawful user of the KYC360 Services, and only then for the specific limited purpose permitted by law or in the Agreement. You undertake **not** to:

4.1.1 use the KYC360 Services for any purpose other than the onboarding, screening and remediation of Your bona fide customers, sales prospects, and suppliers, and persons associated with Your customers, Your sales prospects and Your suppliers for Your internal business purposes only and in accordance with Your legal or regulatory obligations;

4.1.2 copy KYC360, nor otherwise to reproduce KYC360;

4.1.3 translate, adapt, disassemble, decompile, reverse engineer, vary or modify KYC360, except as permitted by the KYC360 documentation supplied to You by Us;

4.1.4 make available the KYC360 Services to any person other than Your bona fide employees, agents or contractors, nor to permit direct or indirect access to the KYC360 Services in a way that circumvents a contractual usage limit;

4.1.5 use the KYC360 Services for any unlawful purpose;

4.1.6 use the KYC360 Services to attract customers away from Us, or to procure commercial advantage over Us, or to use it in any other way which is likely to be detrimental to Us or Our business;

4.1.7 sell, resell, license, sublicense, distribute, make available, rent or lease the KYC360 Services (or their outputs) to any third party, including companies linked to You, other than to Your Permitted Users;

- 4.1.8 copy the Dow Jones Information or make it available to any person, save that You may make the results of individual searches available to Your bona fide employees, agents or contractors, auditor(s), regulator(s) and any competent law enforcement agency;
- 4.1.9 permit a third party, including Your customers and sales prospects to do any of the acts set out in this Clause 4.1.
- 4.2 You undertake to supervise and control the use of the KYC360 Services in accordance with the terms of the Agreement, to remain responsible at all times for compliance with the terms of the Agreement by all Users, to use all commercially reasonable efforts to prevent unauthorised access to, or use of, the KYC360 Services, and to notify Us immediately of any such unauthorised access or use.
- 4.3 You undertake to supervise and control all use of the KYC360 Services by Your Permitted Users, and to remain responsible at all times for their compliance with all relevant terms of the Agreement and in particular Clauses 4.1, 4.4 and 4.11 of these Terms.
- 4.4 You undertake to remain responsible at all times for obtaining the full, informed and documented consent of Your customers and sales prospects and associated persons of Your customers and sales prospects for the collection of the data, including sensitive personal data as defined by the GDPR, which they input or otherwise supply to KYC360 Verify, and for Your access to and use of such data. You further undertake to ensure that, to the limited extent that We may need to have access to such data in order to carry out Our obligations under the Agreement, You have obtained any necessary licences, permits or permissions for Us to do so, and that Our processing and use of such data in accordance with the terms of the Agreement shall neither infringe the rights of any third party, nor any applicable law. You additionally undertake to consider whether You should carry out a Data Protection Impact Assessment (“**DPIA**”) and to conduct a DPIA, if required, prior to commencing use of KYC360 Verify. You agree to indemnify Us and hold Us harmless from and against all claims, actions, allegations, proceedings, losses, damages, costs and expenses (including reasonable legal fees) incurred or suffered by Us arising out of or in relation to any breach by You of this Clause 4.4.
- 4.5 You undertake that, with immediate effect from the date on which You terminate or discontinue Your Use of the KYC360 Services, for whatever reason, You and Your Permitted Users, bona fide employees, agents and contractors will also cease all usage of the KYC360 Services and that within 30 days of the date of termination, You and Your Permitted Users and their employees, agents and contractors will permanently uninstall all Your copies of any software application provided to You by KYC360.
- 4.6 You undertake that contact with Us for maintenance and support of the KYC360 Services will be made by Your appointed Power User(s) of the KYC360 Services. You further undertake that such Power User(s) shall be technically competent and able to carry out Our reasonable instructions in relation to the use of the KYC360 Services.
- 4.7 You agree that matters for which You are responsible shall include ensuring the cooperation of Your IT department and/or outsourced IT service providers (if any) and their timely provision of any data held in underlying systems which they control or administer to Us in accordance with Our reasonable specifications in order to enable

the provision of the Services to You. Matters for which You are responsible shall also include ensuring that sufficient resource is available within Your staff to nominate a project manager to assist Us in delivering the technical implementation and set-up of the KYC360 Services by providing timely and sufficient responses to any questions or requests which may arise in the course of that process, and by providing timely decisions in respect of matters which may require approval by Your board of directors or other officers. You agree that to the extent that Your failure or delay in carrying out Your obligations under the Agreement causes Us (i) to be unable or late in carrying out Our obligations under the Agreement, and/or (ii) to have to carry out additional work, then (a) We shall not be liable for the resulting failure or delay, and (b) We may charge You additional Service Fees on a time and materials basis for any resulting additional work at the rates set out in the Client Order Form, where applicable.

- 4.8 You undertake to permit Us, at any time, to inspect such of Your usage records pertaining to the KYC360 Services as may be reasonably necessary for the purpose of verifying Your compliance with the terms of the Agreement and in particular Your Permitted Users' use of the KYC360 Services.. In the event that We discover over-usage of the KYC360 Services then, without prejudice to Our other rights and remedies, We reserve the right to charge You, and You agree to pay, any additional fees related to such over-usage.
- 4.9 You undertake that, beginning 30 days after the System Access Date, You will allow Us to publicise Your usage of KYC360. You shall have the right to pre-approve any wording or other form of communication which We may devise (such approval not to be unreasonably withheld or delayed), save that We may publicise the bare fact of Your usage of KYC360 from 30 days after the System Access Date and thereafter, for so long as You continue to use the KYC360 Services. You agree that, provided Your experience of using KYC360 is favourable, You will furnish Us with a quotation describing Your positive experience which We may use in marketing campaigns as We shall in Our discretion think fit.
- 4.10 You undertake that You have read, understand and where appropriate agree to be bound by all of the Schedules to these Terms.
- 4.11 If applicable, You undertake to have licensed access to the Salesforce CRM System and to the SFDC Service Cloud within the Salesforce CRM System for the duration of Your licensed access to the KYC360 Salesforce App.
- 4.12 You undertake that You will be responsible for licensing access to any Third Party Search Partners that You wish to utilise with KYC360 Batch Adverse Media. We will assist You with this process.

## **5. WARRANTIES AND DISCLAIMER**

- 5.1 To the extent permitted by law, We disclaim all warranties with respect to the KYC360 Services which are not expressly set out in the Agreement, whether express or implied, including but not limited to any implied warranties or terms and conditions of satisfactory quality or fitness for any particular purpose. It is Your sole responsibility to check and verify the results (and/or absence of results) given by the KYC360 Services, which You acknowledge and agree may be determined in part by the risk parameters, rules and configuration options which You input into the software.



## 6. PAYMENT

- 6.1 Service Fees are as set out in the relevant Client Order Form and/or Schedule 1 to these Terms.
- 6.2 Payment of the first year's Service Fee and any Technical Implementation and Set-up Fee due in respect of the first Contract Year must be received by Us prior to production usage of the KYC360 Services by You, and shall be due on the date which is the earlier of:
- 6.2.1 Ten Business Days after the date of signature of the relevant Client Order Form by You;
  - 6.2.2 Five Business Days after the System Access Date; or
  - 6.2.3 Two Business Days before the Go-Live Date.
- 6.3 Payment of Service Fees in respect of subsequent Contract Years shall be due on a date which is not later than twenty Business Days before the start of the next Contract Year. If cleared funds in respect of a Contract Year are not received by Us in advance of the start of the Contract Year, Your access to the KYC360 Services may be suspended by Us.
- 6.4 Service Fees and Technical Service Fees shall be fixed for the period set out in the Client Order Form under the "Service Details Part One" section, save that:
- 6.4.1 We may in Our discretion increase Service Fees and other fees during this period at a rate of not more than three per cent per annum, the said increase not to be applied retrospectively; and
  - 6.4.2 if the Retail Price Index as published by the UK Office for National Statistics ("RPI") should increase by an average figure of more than one per cent in the twelve months before a Service Fee payment falls due, We shall have the right (exercisable at Our discretion) to increase Service Fees and/or Service Fees by an amount equal to or less than the percentage by which RPI has increased since the last increase in the relevant fees.
- 6.5 If any invoiced amount is not received by Us by the due date, then, without limiting Our rights and remedies, the invoiced amount may be subject to interest of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 6.6 Our fees do not include any taxes, levies, or duties. If We have a legal obligation to pay or collect taxes for which You are responsible, We will invoice You and You will pay the amount concerned unless You provide Us with a valid tax exemption certificate.
- 6.7 You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Us regarding future functionality or features.

## 7. REPRESENTATIONS AND DISCLAIMERS

- 7.1 Each party represents that it has validly entered into the Agreement and has the legal power to do so.
- 7.2 Neither party limits or excludes its liability (whether in contract, tort (including negligence) or otherwise) (i) for fraud or fraudulent misrepresentation, (ii) for death or personal injury caused by its negligence, or (iii) otherwise to the extent not permitted by law.
- 7.3 Subject to Clause 7.2, We shall not be liable to You for any of the following types of loss which may arise out of or in relation to the Agreement: (i) any special, indirect or consequential loss; (ii) any incidental, punitive and/or exemplary damages; (iii) loss of profits (whether direct or indirect); (iv) loss of business (whether direct or indirect); (v) loss of anticipated savings or loss of revenues (in either case, whether direct or indirect); and/or (vi) loss of reputation or goodwill (in either case, whether direct or indirect) (collectively the “**Excluded Damages**”) howsoever arising, whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability, even if any party has been advised of the possibility of or could have foreseen any of the Excluded Damages, provided always that You shall be liable for Excluded Damages arising from Your breach of Clause 9 and/or any use of the Dow Jones Information by You, Your Permitted Users and any of Your or their bona fide employees, agents or contractors beyond the rights expressly granted under the Agreement or in breach of the terms of the Agreement.
- 7.4 Subject to Clauses 7.2 and 7.3, in no event shall the aggregate liability of each party together with all of its Affiliates, arising out of or related to the Agreement (whether such liability arises in contract, tort (including negligence) or otherwise, including in respect of any data leak or breach) exceed:
- 7.4.1 in relation to the indemnity set out at Clause 8.2:
- (a) £1,000,000 per claim or series of related claims in respect of KYC360 Verify only; and
  - (b) £5,000,000 per claim or series of related claims in respect of all other KYC360 Services.
- 7.4.2 in relation to the indemnity set out at Clause 9.4 and 9.5, £5,000,000 per claim or series of related claims; and
- 7.4.3 in relation to all other events occurring in any Contract Year, the total net amount paid by You hereunder for the KYC360 Services during the said Contract Year.
- The foregoing limitation will not limit Your indemnities given at Clauses 4.4 and 4.5 above, Your payment obligations under Clause 6 above, nor Your liability for breach of Our Intellectual Property Rights.
- 7.5 We shall not be liable to You for any direct, indirect or consequential loss or damage resulting from faults with, or the non-availability of, all or part of the Salesforce CRM System, or the non-availability or malfunctioning of the KYC360 Salesforce App, owing to faults with, or the non-availability of, all or part of the Salesforce CRM System.

- 7.6 In the event that one or more of the Third Party Search Providers utilised by You in KYC360 Batch Adverse Media withdraws its API search service, or otherwise depreciates its API search service to the point where it is no longer usable by You, We will employ commercially reasonable efforts to identify and integrate with an alternative Third Party Search Provider of equivalent or higher quality. If We are unable, within 30 business days, to integrate with a suitable Third Party Search Provider, You may, at Your option, terminate Your access to KYC360 Batch Adverse Media with immediate effect.

If You terminate Your access to KYC360 Batch Adverse Media pursuant to this Clause 7.6, we will refund the remaining balance of any Service Fee in respect of KYC360 Batch Adverse Media on a pro-rata basis, taking as the reference point the date on which the depreciation or withdrawal of service by the Third Party Search Provider occurred. We shall neither be liable to refund any other sums to you, nor shall we incur any other liability to You as a result of one or more Third Party Search Providers ceasing to offer their API search service.

For the avoidance of doubt, the operation of this clause 7.6 does not confer any additional right on You to terminate your licensing of other KYC360 Services, beyond the rights set out in Clause 12 of these Terms.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 You acknowledge that any and all of the Intellectual Property Rights subsisting in or used in connection with the KYC360 Services, KYC360 APIX, the KYC360 Engine and KYC360 Salesforce App including but not limited to all documentation and manuals relating thereto, all images, animations, audio music and text incorporated into the aforementioned products and services remain the sole property either of Us or Our licensors.
- 8.2 You agree to immediately notify Us of any actual or suspected infringement and You also agree not to use any of Our trademarks as any part of the name under which You conduct Your business.
- 8.3 Subject to Clauses 7.2, 7.3, 7.4, 8.4, 8.5. and 8.6, We will indemnify You from and against any claim made or threatened against You alleging that Use of the KYC360 Services in accordance with the Agreement infringes the Intellectual Property Rights of any third party (a “**Claim**”). Subject to Clauses 7.2, 7.3 and 7.4, such indemnity will include all reasonably foreseeable and fully mitigated liability, losses, damages, penalties, fines, costs and expense of any nature incurred by You directly to the extent arising as a consequence of or in connection with such Claim.
- 8.4 You shall:
- (a) promptly give Us written notice of any Claim of which You become aware;
  - (b) allow Us to have conduct of and/or to settle any negotiations and/or proceedings in relation to any Claim;
  - (c) not make any admission of liability, agreement or compromise in relation to any Claim without Our prior written consent (such consent not to be unreasonably withheld, conditioned or delayed); and

- (d) at Our expense, give Us such information and assistance in relation to the negotiations and proceedings in relation to any Claim as is reasonably requested by Us.

8.5 The indemnity in Clause 8.3 shall not extend to any Claim which arises as a result of:

- (a) Your Use of the KYC360 Services with software, hardware or networks not approved by Us;
- (b) any modification to the KYC360 Services made by any person other than Us, Our employees or agents if such modification has not been authorised by Us;
- (c) Use of the KYC360 Services for a purpose not permitted under the Agreement; or
- (d) Any Claim brought by the publisher or subject of any material retrieved by a Third Party Search Provider and displayed to you in KYC360 Batch Adverse Media.

8.6 You shall take reasonable steps to mitigate Your loss arising as a consequence of or in connection with any Claim.

## **9. DOW JONES INFORMATION**

9.1 Save as expressly provided in these Terms, You will not acquire any rights in the products, services, or intellectual property rights pertaining to the Dow Jones Information. Infringement of the copyright in the Dow Jones Information will constitute a fundamental breach of these Terms.

9.2 By agreeing to these Terms You represent and warrant to Us that:

- (a) You have the right to enter into the Agreement and perform Your obligations in the manner contemplated by the Agreement;
- (b) You will comply with all applicable laws and regulations in performing the Agreement; and
- (c) the Agreement does not conflict with any other agreement entered into by You.

You further covenant that such representations and warranties set out in this Clause 9.2 will remain true and correct throughout the term of the Agreement.

9.3 Except as provided herein, the Dow Jones Information is provided on an "as is", "as available" basis without warranties, conditions or representations of any kind and neither We nor Dow Jones warrant the accuracy, timeliness, completeness, adequacy, merchantability or fitness for a particular purpose of the Dow Jones Information. Neither We nor Dow Jones shall be liable to You or to any third party in respect of any actual or alleged inaccuracy, untimeliness, inadequacy, merchantability or unfitness of the Dow Jones Information. You shall not make any statement respecting Dow Jones or the Dow Jones Information that is contradictory or inconsistent with the foregoing statements or that has not been approved in writing and in advance by Dow Jones.

- 9.4 You agree to indemnify Us Our Affiliates, Dow Jones and its Affiliates and each of their respective officers, directors and employees, agents and representatives (the “**Indemnified Parties**”) against any and all loss or damage suffered by the Indemnified Parties arising out of any use of the Dow Jones Information by You, Your Permitted Users and any Your or their bona fide employees, agents or contractors beyond the rights expressly granted under the Agreement or in breach of the terms of the Agreement.
- 9.5 You acknowledge that KYC360 is not a “consumer reporting agency” and that the Dow Jones Information does not constitute a “consumer report” or “investigative consumer report” as such terms are defined in the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq. (“**FCRA**”), or any applicable state fair credit reporting laws. Accordingly, You represent and warrant that You will not use the Dow Jones Information for any permissible purpose under FCRA or applicable state or national fair credit reporting laws. You shall indemnify, defend and hold harmless the Indemnified Parties from any loss or damage suffered arising out of any breach by You of the representation and warranty given by You in this Clause 9.5.
- 9.6 Save pursuant to the indemnity provided under Clause 8.3, neither We nor Dow Jones shall be liable to You (jointly or severally) for any Excluded Damages howsoever arising, whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability, even if any party has been advised of the possibility of or could have foreseen any of the Excluded Damages and the protection of this Clause shall also extend to Dow Jones.

## 10. CONFIDENTIAL INFORMATION

- 10.1 If in relation to the Agreement either party (the “**Receiving Party**”) is exposed to any information of the other (the “**Disclosing Party**”) which the Disclosing Party identifies as being of a confidential or sensitive nature, including, without limitation, any personal details You provide to KYC360 relating to Your clients, prospects and suppliers, the Receiving Party shall respect the confidentiality of such information, shall not disclose it to any third party, and will not use it save insofar as its use is necessary in the performance of its obligations under the Agreement, and the Receiving Party shall restrict dissemination of such information to its employees on a need-to-know basis. The terms of the Agreement are confidential and sensitive and subject to the protections of this Clause 10.
- 10.2 The obligations accepted by the Receiving Party under Clause 10.1 above shall not apply to any information which:
- 10.2.1 is already known to the Receiving Party; or
  - 10.2.2 is public knowledge or enters the public domain without fault on the Receiving Party’s part; or
  - 10.2.3 is lawfully received from a third party; or
  - 10.2.4 is ordered to be disclosed by a court or other tribunal of competent jurisdiction.

- 10.3 The obligations upon the Receiving Party under Clause 10.1 shall not oblige the Receiving Party to exercise a higher degree of care towards the Disclosing Party's confidential information than it does towards its own information of a like nature.
- 10.4 Notwithstanding any other provision of the Agreement, We undertake to take reasonable measures to keep secret all confidential information and documents that have already or shall in the future be entrusted to Us by You as well as information and documents We may have access to for the purposes of performing the Services hereunder. Furthermore, We undertake to prevent reproduction and usage of documents or information not specifically related to the Agreement.
- 10.5 Other than in accordance with the Agreement, We may not disclose any confidential information of any kind relating to You, Your clients, or the Agreement unless You have given Your prior written consent or where We are required to do so by any applicable law or by any regulatory, governmental or supervisory authority or body or by a court of competent jurisdiction or where such information is already in the public domain except where such information has come into the public domain as a result of a breach by Us of this Clause or as a result of disclosure by an associate, employee, officer, agent, nominee or professional adviser of Ours.
- 10.6 Following termination of the Agreement, all information and documents relating to You, Your clients, and the Agreement will be stored securely by Us for a minimum of seven years, after which time it will be securely destroyed by Us except where otherwise agreed with You or where We are required to retain such information due to regulatory or legal requirements.

## 11. FORCE MAJEURE

- 11.1 We shall be under no liability to You in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of factors outside of Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, pandemics, failure of a utility service or transport network, data breach, cyber attack, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## 12. TERM AND TERMINATION

- 12.1 The Agreement shall commence on the date the Client Order Form is signed and shall continue until terminated in accordance with this Clause or as otherwise provided in the Agreement. You may access and use the KYC360 Services from the System Access Date for an initial period equal to the 'Service Term in Years' set out on the Client Order Form (the "**Initial Term**"). On the expiry of the Initial Term, the Service Term shall automatically renew for a further term of one year, and shall continue to renew at the expiry of each one year term for an unlimited number of iterations, each of one year's duration, thereafter, unless terminated in accordance with this Clause 12.
- 12.2 Either party may by notice in writing to the other party terminate the Agreement if:
- 12.2.1 either party is in material breach of the Agreement and fails to remedy such breach (if capable of remedy) within thirty (30) days of written notice from the other party specifying such breach;

- 12.2.2 either party ceases to carry on business or a substantial part thereof or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager or administrator appointed over all or any part of its assets or becomes unable to pay its debts as they fall due; or
- 12.2.3 either party, in exercise of its discretion, wishes to terminate, provided that written notice of termination is provided to the other party on a date which falls at least 60 days before the end of the current Service Term. Terminations made pursuant to this Clause 12.2.3 shall have effect at the end of the Service Term in which they fall, provided that notice is given within the period specified in this Clause 12.2.3. If notice is provided outside this period it shall be without effect.
- 12.3 If You become subject to sanctions measures issued by one or more of the United Nations, the European Union, the United Kingdom or the United States of America, We reserve the right to terminate Your access to the KYC360 Services with immediate effect.
- 12.4 Upon termination, You shall comply with the undertaking specified in Clause 4.5 above.
- 12.5 Termination howsoever or whenever occasioned shall be subject to any rights and remedies We may have under the Agreement or at law.
- 13. ASSIGNMENT**
- 13.1 The Agreement may not be assigned or otherwise transferred to any third party without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 14. WAIVER**
- 14.1 No delay, neglect or forbearance on the part of either party in enforcing its rights or any of them against the other shall be construed as a waiver or in any way prejudice any of its rights hereunder.
- 15. VARIATION**
- 15.1 We may make reasonable changes to these Terms at any time at Our sole discretion; however, the level of Services provided to the Client shall not be materially reduced, nor shall the Fees payable by the Client be changed for the period set out in Clause 12.1 above, by reason of any changes which We may make to these Terms.
- 16. SEVERABILITY**
- 16.1 In the event that any term and condition or provision of the Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law such that they give effect to the commercial intention of the parties.

## **17. LAW**

- 17.1 The Agreement shall be governed by and construed in accordance with the laws of the England and Wales (including in relation to non-contractual disputes) and shall be subject to the exclusive jurisdiction of the English courts (save that either party may seek injunctive or other interim relief in order to protect its Intellectual Property Rights).

## **18. NOTICES**

- 18.1 Any notice, instruction or other document to be given by either party to the other hereunder may be left at or sent by pre-paid registered post, to the address specified above or such other address notified by either party to the other for such purpose. Any such notice will be deemed given on the day it is left at such address, or two Business Days after posting (as applicable).

## **19. SURVIVAL**

- 19.1 The provisions of Clauses 1, 4, 5, 6, 7, 8, 9, 10, 12.4, 12.5 and 13 to 20 shall survive termination of the Agreement.

## **20. ENTIRE AGREEMENT**

- 20.1 The Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter. In entering into the Agreement, the parties have not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Agreement. Nothing in this Clause 20 shall relieve either party of liability for fraudulent misrepresentations. Each party's remedies in respect of any such negligent or any innocent misrepresentation shall be for breach of contract.



## SCHEDULE 1

### SERVICE FEES

All fees set out in this Schedule are expressed in pounds sterling and are subject to the provision at Clause 6.4 of the Terms. Service Fees and Technical Implementation and Set-up Fees are as set out in Your Client Order Form.

In the Client Order Form, an 'APIX Search' transaction involves an API call made by You to the KYC360 Services including the name of a single customer or prospect of Yours, as a result of which the KYC360 Engine will carry out a one-off search of the Dow Jones database and provide any results stemming from this search to You via KYC360 APIX. Once these results have been provided, Your search results will be deleted from the KYC360 Engine and will not otherwise persist within the KYC360 Services, though they may be stored by You.

An 'APIX Essential Batch' transaction involves You submitting the names of one or more customers or prospects to the KYC360 Engine via KYC360 APIX. On receipt, the names will be added to a batch of names to be screened by the KYC360 Engine once every 24 hours until You remove them from the batch to be screened. The results of this screening are made available to You via KYC360 APIX and are stored by the KYC360 Engine, which will remember any previous decisions You have made regarding screening results for the customer or prospect concerned. This service is suitable for the ongoing monitoring of customer relationships.

An 'APIX Interactive Batch' transaction is similar to an Essential Batch transaction, except that rather than the search being run for the first time by the KYC360 Engine at an unalterable daily scheduled time, it is run immediately on receipt of Your request. This service enables the immediate screening of time-sensitive applicants for business, and their automatic addition thereafter to the batch of names to be screened on Your behalf by the KYC360 Engine.

Once the name of a customer or prospect has been added by You to the APIX Essential or Interactive Batch service, or the Screening Service it will be screened every day until the expiry of the current Contract Year at no additional charge. The addition of a name as described will constitute one transaction for account usage purposes.

At the commencement of a new Contract Year, the number of APIX Essential/Interactive Batch transactions and Screening/KYC360 Salesforce App transactions allocated to You as stated in the Client Order Form will be decremented by the number of existing names to screen which remain live in Your batch screening service having been added by You in previous Contract Year(s).

An ID Capture and Verification for KYC360 Verify is counted for billing purposes from the moment that an invitation is sent via KYC360 Verify to a customer or prospect to complete ID&V, irrespective of whether the customer or prospect does in fact complete/pass all required ID&V steps. Usage entitlements for KYC360 Verify expire one year after purchase; unused verifications cannot be carried over into subsequent years.

An Address e-Verification for KYC360 Verify is counted for billing purposes from the moment that an invitation is sent via KYC360 Verify to a customer or prospect to complete Address e-Verification, irrespective of whether the customer or prospect does in fact complete/pass all required steps. Usage entitlements for KYC360 Verify expire one year after purchase; unused verifications cannot be carried over into subsequent years.

# KYC360

A 'prospect onboarded' for KYC360 Onboarding is equal to one natural or one legal person, that is taken through an 'onboarding type' journey within KYC360 Onboarding. The Client Order Form states the maximum number of prospects that may be onboarded via KYC360 Onboarding per Contract Year. The 'KYC360 Onboarding Tier' indicates the usage tier purchased by You. Features, user numbers and other characteristics of KYC360 Onboarding vary between tiers. Details of the available options are as supplied to You by Your KYC360 sales representative.

A 'KYB lookup' with either Kompany or Sayari is counted for billing purposes from the moment that a 'fetch' request is sent to either service from the list of initial search results deriving from a KYB search. The volume of 'standard' KYB lookups allocated to Your account is as indicated in the Client Order Form. Additional charges may apply for certain KYB lookups. Details of the available options are as supplied to You by Your KYC360 sales representative.

You will be entitled to load up to the maximum number of discrete Entities specified in the Client Order Form into KYC360 Batch / the KYC360 Salesforce App per Contract Year and to screen them as frequently as You wish against the Dow Jones Information, up to a maximum of once per day. Should You wish to load more than this number of Entities into KYC360 Batch / the KYC360 Salesforce App such expansion will be subject to a separate negotiation and contract variation. For the avoidance of doubt, an Entity will count towards Your permitted total regardless of whether it remains in Your list of Entities to be screened for the whole of the Contract Year or for a shorter period of time and Entities loaded into KYC360 Batch / the KYC360 Salesforce App in one Contract Year will count towards the permitted total for all subsequent Contract Years during which they remain in KYC360 Batch / the KYC360 Salesforce App provided that they are searched at least once in the relevant year.

You will also be supplied with the indicated number of standard credits for Our KYC360 Core v2.4 online one-time screening platform (and its successors) per Contract Year as is specified in the Client Order Form, and will have the right to purchase further credits for Our KYC360 Core v2.4 online one-time screening platform (and its successors) at the rate specified in the Client Order Form during the Service Term, subject to the provision at Clause 6.4 of the Terms.

Kindly note that access to Our KYC360 Core v2.4 online one-time screening platform is subject to separate standard terms and conditions which will be supplied to You when You activate Your access to this platform.

The Service Fees payable for services rendered by Us to You in connection with the KYC360 Services shall be as follows:

- |                           |  |
|---------------------------|--|
| Technical Implementation: | Up to Your Go-Live date, reasonable assistance with technical implementation and setup, as set out in the Statement of Work appended to Your Client Order Form, will be provided by Us in return for the one-off Technical Implementation and Setup Fee(s) specified in the Client Order Form. |
| Support:                  | Telephone and remote, off-site support between the hours 9am to 5pm on Business Days is included in the Service Fee, subject to Clause 4.7 of the Terms.   |

At all other times telephone and remote, off-site support is chargeable at the rates set out in the Statement of Work appended to Your Client Order Form.

Development:

Any future Development work which You require Us to perform will be chargeable at a rate of £1,250 per developer day (eight hours). We may in Our discretion agree a fixed fee with You for any such work. No charge will be incurred without Your prior written instructions to undertake the relevant Development work.

## SCHEDULE 2

### THE KYC360 SANCTIONS, PEP, WATCHLIST AND ADVERSE MEDIA SCREENING SERVICES

The following description of the KYC360 Sanctions, PEP, Watchlist and Adverse Media screening services (“the KYC360 AML Screening Services”) is important. Please read it carefully to ensure that You fully understand the capabilities and limitations of the KYC360 AML Screening Services.

#### **What the KYC360 AML Screening Services are:**

The KYC360 Engine and the KYC360 Salesforce App are advanced, one time, casual and batch screening engines. They maintain access to regularly updated databases of Politically Exposed Persons, national Watch Lists and Black Lists, sanctions lists and adverse media profiles, all of which are provided by Dow Jones and distributed via the KYC360 Services.

The main categories of Politically Exposed Persons maintained on the Dow Jones database utilised by the KYC360 Engine and the KYC360 Salesforce App are as follows:

- Heads of State, National and Regional Government;
- National and Regional Government Ministers and Senior Civil Servants;
- Embassy and Paid Consular Staff;
- Senior Members of the Armed Forces;
- Senior Members of the Judiciary;
- Political Party Officials;
- Members of the National Legislature;
- Senior Members of the Police Force;
- Senior Secret Service Officials;
- State Corporation Executives;
- Local public officials;
- Religious Leaders;
- City Mayors;
- International Organisation Officials;
- National NGO officials;
- Political pressure and labour group officials;
- State agency officials;
- Family Members and associates of the persons described above;
- Individuals and entities within jurisdictions which are subject to sanctions or trade embargoes issued by the UN, OFAC or other similar institutions along with jurisdiction risk ratings. (The risk ratings applied against the jurisdictions are provided by the UN, OFAC or other similar institutions. Dow Jones does not impose any risk rating itself nor make any value judgement on this data).

A full list of the countries and territories for which Politically Exposed Persons data is maintained is available on request. Note that the countries and territories for which PEP data is supplied by Dow Jones or the KYC360 Salesforce App are liable to change without notice, and that We cannot guarantee that all the above categories of PEP will be held for all countries for which PEP data is maintained.

A full list of the Watch Lists and Black Lists searched by the KYC360 Engine and by the KYC360 Salesforce App is available on request. Note that the Watch Lists and Black Lists searched by the KYC360 Engine and by the KYC360 Salesforce App are liable to change without notice. To see the lists currently searched, contact Us.

Whilst Dow Jones makes all reasonable efforts to maintain PEP, Watch List and Black List data which is current, accurate and comprehensive, KYC360 makes no warranties or representations regarding the accuracy, currency or completeness of Dow Jones' PEP, Watch List, Black List or Sanctions List data. The onus remains on You at all times to satisfy Yourself as to the accuracy, currency or completeness of any results – including nil returns – which may be produced by searches completed by the KYC360 Engine or the KYC360 Salesforce App.

#### **What the KYC360 AML Screening Services are not:**

The KYC360 Engine and the KYC360 Salesforce App have very powerful search capabilities but the information which they search is limited to that provided by third parties. No research, analysis or other such work is carried out by KYC Global Technologies Limited or its Affiliates in connection with the individuals and entities submitted to the KYC360 Engine or the KYC360 Salesforce App as search queries. Search results are presented in order of relevance as determined by algorithms utilised by the KYC360 Engine or the KYC360 Salesforce App but there is no human intervention in this process. We cannot guarantee that, from a User's perspective, the most relevant results in respect of a search query will be displayed first. Nor can We guarantee the accuracy, currency or completeness of the content identified in search results drawn from third parties.

The onus remains at all times on You as a User to critically interrogate and analyse the results which the KYC360 Engine and the KYC360 Salesforce App produces as You would the results of any other data source.

## SCHEDULE 3

### DATA PROTECTION

1.1 In this Schedule 3 the following terms shall have the following meanings:

“**Clause**”: means a clause in this Schedule 3.

“**EEA**”: means the European Economic Area.

“**Data Protection Law**”: means the GDPR, Data Protection Act 2018, and any national laws, regulations and secondary legislation implementing or supplementing GDPR in force in the United Kingdom from time to time;

“**Your personal data**”: all personal data processed by Us or a sub-processor on behalf of You, including special personal data.

1.2 The terms “controller”, “data subject”, “special personal data”, “supervisory authority”, “personal data”, “personal data breach”, “processor” and “processing” shall have the same meaning as in the GDPR.

## 2. GENERAL

2.1 The Parties will comply with all applicable requirements under Data Protection Law. This Schedule 3 is in addition to, and does not relieve, remove or replace, Your or Our obligations under Data Protection Law.

2.2 For the purposes of this Schedule 3, We are a data processor within the meaning of the GDPR and You are a data controller within the meaning of the GDPR.

2.3 Under this Schedule 3, the personal data that We agree to process on Your behalf when You access and use the KYC360 Services (excluding KYC360 Verify) for the purposes described in Clause 2 of the Terms is the following:

- i. Names of individuals;
- ii. Countries of association;
- iii. Dates of birth;
- iv. Gender; and
- v. Personal Identification Document Number.

2.4 Under this Schedule 3, the personal data that We agree to process on Your behalf when You and Your customers and sales prospects access and use KYC360 Verify for the purposes described in Clause 2 of the Terms includes, but is not limited to, the following:

- i. Names of individuals;
- ii. Countries of association;
- iii. Dates of birth;
- iv. Gender;
- v. Personal Identification Document Number;
- vi. Images of Personal Identification Documents;

- vii. Address information;
- viii. Images of individuals, including moving images;
- ix. Special Category Data (limited to biometric data); and
- x. Any other relevant personal data which You may request from Your customers and sales prospects via KYC360 Verify.

- 2.5 Under this Schedule 3 the personal data that We agree to process on Your behalf when You access and use the KYC360 Services for the purposes described in Clause 2 of the Terms pertains to Your clients, customers and sales prospects, and natural persons associated with any of them (who are, for the avoidance of doubt, the data subjects for the purposes of the Agreement).
- 2.6 Without prejudice to the generality of Clause 2.1 of this Schedule 3, You will ensure that You have all necessary consents and notices in place to enable the lawful transfer of personal data to Us for the duration and purposes of the Agreement, including special category data.
- 2.7 The Parties may from time to time agree to make such reasonable adjustments to the personal data in Clauses 2.3 and 2.4 and the categories of data subject in Clause 2.5 of this Schedule 3 as they consider necessary to comply with their obligations under Article 28 of the GDPR.
- 2.8 The duration of Our processing of Your personal data will be for the period necessary for Us to fulfil Our obligations to You under the Agreement.

### **3. PROCESSING BY US**

- 3.1 We shall:
- 3.1.1 comply with all applicable Data Protection Law in the processing of Your personal data;
  - 3.1.2 not process Your personal data other than on Your documented instructions unless processing is required by the laws of England and Wales, Scotland and Northern Ireland, European Union, Member State or Jersey law to which We are subject, in which case We shall to the extent permitted by the applicable law inform You of that legal requirement before the relevant processing of that personal data.
- 3.2 We shall take reasonable steps:
- 3.2.1 to ensure the reliability of any employee or agent of Ours or any sub-processor who may have access to Your personal data, ensuring in each case that access is strictly limited to those individuals who need to know or access Your personal data as strictly necessary for the purposes of Our processing of Your personal data, and
  - 3.2.2 to comply with applicable Data Protection Law in the context of those individuals' duties to Us, ensuring that each of those individuals is subject to a confidentiality agreement or professional or statutory obligations of confidentiality.

- 3.3 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing to be undertaken by Us, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, We shall in relation to Your personal data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. In assessing the appropriate level of security, We shall take account in particular of the risks that are presented by the processing, in particular from a personal data breach.
- 3.4 Taking into account the nature of the processing to be undertaken, We shall assist You by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to requests for exercising the data subject's rights under applicable Data Protection Law.
- 3.5 We shall:
- 3.5.1 promptly notify You if We receive a request from a data subject under applicable Data Protection Law in respect of Your personal data;
  - 3.5.2 not respond to such request except on Your documented instructions or as required by any applicable law to which We are subject, in which case We shall, to the extent permitted by such applicable law, inform You of that legal requirement before We respond to the request.
- 3.6 We shall:
- 3.6.1 notify You without any undue delay upon Us becoming aware of a personal data breach affecting Your personal data, providing You with sufficient information to enable You to meet any obligations to report or inform data subjects of the personal data breach under applicable Data Protection Law;
  - 3.6.2 co-operate with You and take such reasonable commercial steps as are directed by You to assist in the investigation, mitigation and remediation of each personal data breach.
- 3.7 You acknowledge and agree that We may transfer personal data outside of the UK, Jersey and the EEA ("**Third Country**") under the Agreement provided always that:
- 3.7.1. the transfer of any such personal data is being made to a third party which is located in a jurisdiction which the United Kingdom has decided pursuant to Article 45(3) of the GDPR that the Third Country, a territory or one or more specified sectors within that Third Country, or the international organisation in question ensures an adequate level of protection (hereinafter '**Adequate Jurisdictions**' or an '**Adequate Jurisdiction**'); or
  - 3.7.2. where the transfer of any such personal data is being made to a third party which is **not** located in an Adequate Jurisdiction, We have ensured that prior to the transfer We have put in place appropriate safeguards to protect Your personal data including (without limitation), executing such further documentation as may be necessary for the transfers to comply with Data Protection Law ("**Approved Contract**").



- 3.8 In the case of Us transferring Your personal data under the Agreement to those processors listed below at Clause 4.3(ii) and 4.3(iii) (hereinafter '**Restricted Sub-Processors**'), since this may (i) involve the transfer of personal data to a Third Country and (ii) not to an Adequate Jurisdiction or (iii) not subject to an Approved Contract, You hereby warrant that:
- 3.8.1 You have obtained the explicit consent of the data subject for such a transfer, as described by Clause 3.8, to take place; and
- 3.8.2 before obtaining the explicit consent of the data subject in accordance with Clause 3.8.1, You informed the data subject of the possible risks of such transfers for the data subject due to the absence of an adequacy decision and appropriate safeguards.
- 3.9 You agree that We can make any necessary consequential amendments to Clause 3.8 in order to reflect whether or not a transfer of Your personal data to those sub-processors contained in Clause 4.2 will involve (i) the transfer of personal data to a Third Country and (ii) not to an Adequate Jurisdiction or (iii) is not subject to an Approved Contract.
- 3.10 Where the United Kingdom has made no adequacy decision pursuant to Article 45(3) of the GDPR in relation to a Third Country, territory or specified sector within that Third Country, or international organisation, You agree that We may also transfer Your personal data where one of the other derogations in Article 49 of the GDPR applies to the transfer.

## 4. SUB-PROCESSING

- 4.1 You agree that We can use the following sub-processor in delivering the KYC360 Verify service: **ID-Pal Limited**, a company incorporated in Ireland and providing its services from within the EEA. We warrant that in engaging ID-Pal as Our sub-processor, We have carried out the steps set out at Clauses 4.5.1 and 4.5.2 below.
- 4.2 Subject to Clauses 4.5.1 and 4.5.2, You give Us specific written authorisation for ID-Pal Limited to use the following sub-processors in delivering the KYC360 Verify service:
- 4.2.1 **Global Data Consortium, Inc.**, a company incorporated in the USA and providing its services from within the EEA;
- 4.2.2 **Acuant, Inc.**, a company incorporated in the USA and providing its services from within the EEA;
- 4.2.3 **Mailgun Technologies, Inc.**, a company incorporated in the USA and providing its services from within the EEA; and
- 4.2.4 **Twilio, Inc.**, a company incorporated in the USA and providing its services from within the EEA.

We shall not engage another sub-processor other than: (i) sub-processors located in the EEA, the United Kingdom or Jersey; or (ii) where sub-processor is a service

provider engaged by Us to support Our infrastructure and administration of Our business (with details maintained at <https://kyc360.com/subprocessors>); or (iii) You have agreed to the engagement of the sub-processor pursuant to Clause 4.4 below and (iv) We have complied with our obligations under Clauses 4.5.1 and 4.5.2.

- 4.4 We shall inform You of any intended changes concerning the appointment of any new sub-processor by updating the details maintained at <https://kyc360.com/subprocessors>, including full details of the processing to be undertaken by the sub-processor. You shall notify Us by emailing Your objections to the proposed appointment at [support@kyc360.com](mailto:support@kyc360.com). In the event that You have reasonable cause to object to the appointment of the new sub-processor and We do not take into consideration Your reasonable objections, (i) You shall be entitled to terminate the Agreement with immediate effect, and (ii) We shall not appoint the proposed sub-processor nor disclose any of Your personal data to the proposed sub-processor.
- 4.5 With respect to each sub-processor We propose to appoint pursuant to Clauses 4.3 and 4.4, We shall:
- 4.5.1. before the sub-processor first processes Your personal data carry out adequate due diligence to ensure that the sub-processor is capable of providing the level of protection for Your personal data required by applicable Data Protection Law;
  - 4.5.2. ensure that the arrangement between Us and the sub-processor is governed by a written contract including terms which offer at least the same level of protection for Your personal data as those set out in this Schedule 3 and meet the requirements of Article 28(3) of the GDPR;
  - 4.5.3. provide to You for review such copies of Our agreements with sub-processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Schedule 3) as You may request from time to time.
  - 4.5.4. We shall ensure that each sub-processor performs the obligations under Clauses 3.1, 3.2, 3.3, 5.1, 6.2, 7.1 and 9.1 of this Schedule 3, as they apply to processing of Your personal data carried out by that sub-processor, as if it were party to the Agreement in place of Us.
- 4.6 Where a sub-processor fails to fulfil its data protection obligations under applicable Data Protection Law, We shall remain liable to You for the acts and omissions of the sub-processor in relation to its processing of Your personal data.

## **5. DATA SUBJECT RIGHTS**

- 5.1 Taking into account the nature of the processing, We shall assist You by implementing appropriate technical and organisational measures, insofar as this is possible, for the

fulfilment of Your obligations, as reasonably understood by Us, to respond to requests to exercise data subject rights under Data Protection Law.

## 5.2 We shall:

- 5.2.1 promptly notify You if We or any sub-processor receives a request from a Data Subject under any Data Protection Law in respect of Your personal data; and
- 5.2.2 ensure that neither We nor any sub-processor responds to that request except on the documented instructions of You or as required by applicable laws to which We or the sub-processor is subject, in which case We shall to the extent permitted by applicable Data Protection Law inform You of that legal requirement before either We or the sub-processor (as the case may be) responds to the request.

## 6. PERSONAL DATA BREACH

6.1 We shall notify You without undue delay upon Us or any of our sub-processors becoming aware of a personal data breach affecting Your personal data, providing You with sufficient information for You to meet any obligations to report or inform data subjects or other supervisory authorities (within the meaning of Article 51 of the GDPR) of the personal data breach under Data Protection Law. Such notification shall as a minimum:

- 6.1.1 describe the nature of the personal data breach, the categories and numbers of data subjects concerned, and the categories and numbers of personal data records concerned;
- 6.1.2 communicate the name and contact details of Our relevant contact from whom more information may be obtained;
- 6.1.3 describe the likely consequences of the personal data breach; and
- 6.1.4 describe the measures taken or proposed to be taken to address the personal data breach.

6.2 We shall co-operate with You and take such reasonable commercial steps as are directed by You to assist in the investigation, mitigation and remediation of each such personal data breach.

## 7. DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATION

7.1 We shall provide reasonable assistance to You with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities, which You reasonably consider to be required by Articles 35 or 36 of the GDPR or equivalent provisions of any other applicable Data Protection Law, in each case solely in relation to processing of Your personal data by, and taking into account the nature of the processing and information available to, Us or a sub-processor.

## 8. DELETION OR RETURN OF YOUR PERSONAL DATA

- 8.1 Subject to Clause 8.2 You may in Your absolute discretion by written notice to Us within 14 days of the date of cessation of any services involving the processing of Your personal data under a Usage Parameter (the “**Cessation Date**”), require Us to (a) return a complete copy of all Your personal data to You by secure file transfer in such format as is reasonably notified by You to Us; and (b) delete and procure the deletion of all other copies of Your personal data processed by any sub-processor. Subject to Clause 8.2 We shall comply promptly with any such written request Date and if no written request is received from You within the 14 days after the Cessation Date We shall promptly thereafter delete and procure the deletion of all copies of Your personal data.
- 8.2 We and each sub-processor may retain Your personal data to the extent required by Data Protection Law and only to the extent and for such period as required by applicable Data Protection Law and always provided that We shall ensure the confidentiality of all of Your personal data and shall ensure that Your personal data is only processed as necessary for the purposes specified in applicable Data Protection Law requiring its storage and for no other purpose.
- 8.3 We shall provide written certification to You that We and each sub-processor has fully complied with this Clause 8 within 30 days of the Cessation Date.

## 9. AUDIT RIGHTS

- 9.1 Subject to Clauses 9.2 to 9.4 below We shall make available to You on request all information necessary to demonstrate Our compliance with this Schedule 3, and shall allow for and contribute to audits, including inspections, by You or an auditor mandated by You in relation to the processing of Your personal data by Us or Our sub-processors.
- 9.2 You shall give Us reasonable notice of any audit or inspection to be conducted under Clause 9.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to Our premises, equipment, personnel and business while Your personnel are on those premises in the course of such an audit or inspection.
- 9.3 We need not give access to Our premises for the purposes of such an audit or inspection:
- 9.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;
  - 9.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and You have given notice to Us that this is the case before attendance outside those hours begins; or

9.3.3 for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

- (i) You reasonably consider necessary because of genuine concerns as to Our compliance with this Schedule 3; or
- (ii) You are required or requested to carry out by applicable Data Protection Law, a supervisory authority or any similar regulatory authority responsible for the enforcement of applicable Data Protection Law in any country or territory,

where You have identified Your concerns or the relevant requirement or request in Your notice to Us of the audit or inspection.



#### **SCHEDULE 4**

##### **ENTITIES PERMITTED TO ACCESS AND USE THE KYC360 SERVICES**

The entities named as Permitted Users in the Client Order Form shall be classed as Permitted Users as defined at Clause 1 of the Terms. These entities shall, so far as relevant be subject to the same rights and obligations under the Terms as the primary entity named at the definition of 'You' or 'Your' at Clause 1 of the Terms, save that You shall always be ultimately responsible to Us for the conformance of Your Permitted Users with the terms of the Agreement.

The Permitted Users shall be subject to Your search number limits as set out in the Client Order Form and the searches conducted by You and Your Permitted Users shall be cumulative for licensing purposes.