

MASTER SERVICE AGREEMENT

This Master Service Agreement ("**Agreement**") is between **Hawk AI GmbH**, Friedenstraße 22B/i3, 81671 München, Germany ("**Hawk**") and [...] ("**Customer**").

Hawk and the Customer hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

The Parties agree as follows:

1. Scope of the Agreement

The subject of this Agreement is the provision of the Hawk Software-as-a-Service ("**SaaS**") platform ("**Platform**") and related additional services as an enterprise solution to the Customer to aid in detecting and preventing financial crime. Hawk will provide the Services as defined in Section 2.1. of this Agreement in connection with and subject to the applicable order form ("**Order Form**"), access to the Services and customer support to enable the Customer to use the Services in accordance with this Agreement.

This Agreement is subject to the following documents (together the "**Hawk Legal Documents**"), each of which incorporated into this Agreement:

- **Appendix 1:** Service Level Agreement;
- **Appendix 2:** Data Processing Agreement;
- **Appendix 3:** Business Continuity Management Agreement;
- **Appendix 4:** Change Request Agreement;
- **Appendix 5:** DORA Agreement;
- **Appendix 6:** Material Outsourcing Agreement (if applicable);
- **Appendix 7:** LexisNexis EULA (if applicable); and
- **Appendix 8:** Scorechain EULA (if applicable).

The Parties agree that the Hawk Legal Documents form an integral part of this Agreement.

This Agreement, the Hawk Legal Documents, the Order Form and the applicable statement of work ("**Statement of Work**") forms the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior communications, written or oral, between the Parties.

In the event of any inconsistency between this Agreement, the Order Form, the Statement of Work or any of the Hawk Legal Documents, the provisions of the Order Form and subsequently the provisions of the Hawk Legal Documents shall prevail.

2. Provision of Services

- 2.1. Hawk provides the Customer Product Modules and Professional Services as defined in and subject to the applicable Order Form, as well as Implementation Services as defined in and subject to the Statement of Work (Product Modules, Professional Services and Implementation Services collectively the "**Services**").
- 2.2. Any Implementation Services shall be initiated and instructed by the Customer subject to the Statement of Work.
- 2.3. Hawk reserves the right to monitor the use of the Services for security and operational purposes and make modifications to the features and functionality of the Services including the release of successor versions and the decommissioning of legacy versions.
- 2.4. At the Customer's request, Hawk may retrieve information from information services and third-party databases for the Customer and forward it to the Customer as part of the Transaction or Customer Screening. In this case, the Customer and Hawk agree that Hawk has no influence on the availability and accuracy of third-party information and makes no representations whatsoever to this end. The information is retrieved as shown below. Therefore, the Customer and Hawk agree:

2.4.1. Integration of external data sources

At the Customer's request, Hawk may retrieve information from databases from specific third-party vendors and forward it to the Customer.

Upon receipt of the Customer's written request, Hawk informs the Customer about available connections to third parties. If the Customer requests integration with a third party not yet supported by Hawk, Hawk shall assess the feasibility of such integration. Any such integration shall be subject to a separate written agreement between the Parties, including agreement on the applicable fees, timeline, scope and information to be retrieved. Hawk shall have no obligation to implement such integration until such agreement is concluded.

The availability of third-party data sources is subject to the continued provision of such services by the relevant third-party providers. Hawk may, acting reasonably, modify, suspend or discontinue access to any third-party data source where required due to changes imposed by the third-party provider, or other circumstances beyond Hawk's reasonable control. Where reasonably practicable, Hawk shall provide the Customer with prior notice of three (3) weeks in relation to any material changes or discontinuation affecting third-party data sources.

The integration and use of external data sources may be subject to additional fees. Any such fees shall be set out in the applicable price list or otherwise agreed between the Parties in writing.

2.4.2. Integration via Customer's own access

Hawk may retrieve information from third-party providers to which the Customer has access credentials, using such credentials on behalf of the Customer, and make such information available to the Customer.

The Customer shall ensure it is duly authorized to grant Hawk access to such third-party services and shall provide Hawk with all information and assistance necessary reasonably required to enable such integration and use. The Customer warrants that Hawk is entitled to retrieve and use such information on the Customer's behalf.

The Customer shall indemnify Hawk against any third-party claims arising from a breach of this clause by the Customer.

2.4.3. Integration via Hawk access credentials

Hawk may provide the Customer with access to information from selected third-party providers via Hawk's own accounts. Hawk shall provide the Customer with information on available third-party providers upon request. The Customer shall use such information solely for the intended purpose and shall not disclose it to any third party, except as permitted under this Agreement.

2.4.4. Third-Party Information and Responsibility

Hawk provides the third-party information on an "as received" basis from the relevant third-party provider. Hawk does not control and shall not be responsible for the availability, accuracy or completeness of such third-party information, or for any interruptions, delays or outages caused by such third parties. The Customer remains responsible for verifying such information and for ensuring compliance with applicable laws and regulations.

3. Fees

3.1. The fees for the Services provided under this Agreement are outlined in the Order Form. All prices quoted are net prices. The Customer shall bear all fees, including any payment on behalf of its affiliates and the value added tax, where applicable, as well as any other taxes and fees that may be incurred unless otherwise agreed in the Order Form.

3.2. All fees shall be invoiced in accordance with the terms set out in the Order Form.

- 3.3. Hawk's reasonable costs of travel and expenses shall be reimbursed by the Customer.
- 3.4. Unless explicitly agreed otherwise, all fees are due immediately upon receipt of an invoice or as stipulated in the respective Order Form and must be paid without deduction. The Customer shall be in default fourteen (14) days after the fees are due, without the need for an express reminder unless the Customer has objected to the invoice according to Section 3.5. of this Agreement. Interest shall accrue on any overdue amount at a rate of 9% points p.a. above the applicable base interest rate published by the German Federal Bank.
- 3.5. Customer must inform Hawk of any error or omission in respect of an invoice raised by Hawk in writing (email delivered to ar@hawk.ai is sufficient or to the contact listed on the invoice) stating the alleged error or omission within fourteen (14) days of the invoice date. After the lapse of the fourteen (14) day period the invoice is deemed to be correct.
- 3.6. If Customer is in default, Hawk has the right to involve a debt collection agency in order to collect an outstanding overdue amount including potential additional fees and damages if applicable. Hawk also retains the right to assign the rights regarding outstanding amounts to a factoring company. If the Customer is in arrears with the payment of three (3) invoices despite having received a reminder with a reasonable grace period to pay, Hawk may terminate this Agreement for cause (within the meaning of Section 11.5. of this Agreement).

4. License and usage rights

- 4.1 To the extent that the software used for the provision of the Services runs exclusively on the servers of Hawk or of a service provider commissioned by Hawk, the Customer and/or the Customer's affiliates does not require any copyright usage rights for the use of the software and Hawk does not grant any such rights. Notwithstanding the foregoing, Hawk grants the Customer and/or the Customer's affiliates the non-exclusive, non-transferable right to access the Platform and to use the provided interfaces solely to the agreed extent and strictly in accordance with this Agreement and the Order Form.
- 4.2 To the extent that the software used for the provision of the Services runs exclusively or partly on the servers of the Customer or of a service provider commissioned by the Customer any source code, scripts, binaries, configuration files, technical documentation or other software components made available by Hawk for such purpose (collectively, "**Software Materials**") remain the exclusive property of Hawk and/or its licensors. No rights in or to the Software Materials are granted to the Customer except for a limited, non-exclusive, non-transferable and non-sublicensable right to use such Software Materials strictly to the extent necessary for the provision of the Services in accordance with this Agreement and the Order Form. The Customer must not use, copy, modify, translate, adapt, reverse engineer, decompile, disassemble, disclose, distribute, make available to any third party, or otherwise exploit the Software Materials for any purpose other than the permitted use of the Services under this Agreement.

- 4.3 The use of the Services based on this Agreement and the Order Form is permitted exclusively for the Customer or for Customer's employees authorized by the Customer. If agreed in the Order Form the Customer is entitled to make the Services available to its affiliate solely on the basis of the Customer's own contractual rights and obligations, provided that such use shall take place strictly within the framework of the conditions agreed between the Parties. Prior to such use, the Customer shall ensure that each such affiliate agrees in writing to be bound by the terms of this Agreement and the Order Form. In any case, the Service shall be accessed and used exclusively by natural persons employed or appointed by the Customer or the Customer's affiliate if agreed in the Order Form. The use of automated systems, scripts or agents (non-human users) to access and use the Service is strictly prohibited unless expressly agreed between the Parties.
- 4.4 The Customer grants Hawk usage rights for the data Customer transmits to Hawk for the provision of the Services.

5. Responsibilities of the Customer

- 5.1. The Customer shall actively support Hawk throughout the Services including, but not limited to, notifying Hawk as to the authorized users of the Services, the applicable testing rules, threshold values and other details required under this Agreement as well as the intended recipient of the resulting data. The Customer shall respond to Hawk's requests in due time. The Customer is solely responsible for the quality of the data Customer provides to Hawk as well as the backup of that transmitted data on its own servers. The Customer shall, in good faith, cooperate with Hawk in connection with updates, upgrades and migrations, including migrations from decommissioned versions to successor versions designated by Hawk in the meaning of Section 2.3. of this Agreement.
- 5.2. To access the Services Customer's employees are assigned a username and a password, which are also required for further use of the Services. The Customer shall ensure that each of its authorized users shall keep its username and passwords strictly confidential and that each of its authorized users shall not to disclose to any third parties, including non-human users. The Customer shall prevent unauthorized access by third parties and shall proactively procure its authorized users to agree to these terms under this Agreement by taking appropriate precautions.
- 5.3. The Customer shall report functional failures, malfunctions or impairments of the software as soon as reasonably possible and as precisely as possible to Hawk by means of the contact details provided for support.
- 5.4. The Customer shall not transmit any data which on its own or in relation to a third party is considered criminal or otherwise illegal, and not to use any programs containing viruses or other malware in connection with the Services. The Customer shall use its best efforts to minimize the risk that viruses, other harmful code or other threats, including cyber criminality and influences of the environment, that may damage or otherwise harm the security of the Services or software of Hawk. In particular, the

Customer commits not to use the Services to offer illegal services or goods. If the Customer provides, transmits or otherwise makes available any data or information to Hawk, the Customer warrants that it has all necessary rights and permissions to do so and that such provisions does not infringe any third party's rights.

- 5.5. If the Customer does not fulfil the obligations to cooperate as outlined under this Section 5., Hawk may not be able to fulfil its own obligations fully or in time. The Parties hereby agree that Hawk is not in default if a delay is caused by the Customer under this Section 5.
- 5.6. Hawk may suspend the Customer's access to or use of any portion of the Services if the Customer is in default as defined under Section 3.4. of this Agreement or Hawk determines or reasonably suspects that
- (a) the Customer's continued access or use poses a security risk to Hawk, the Services, or any other customer, vendor, or supplier of Hawk; or
 - (b) the Customer is violating any provision of Section 4. of this Agreement or this Section 5.

Prior to implementing a suspension, Hawk shall, where reasonable and feasible, use reasonable efforts to notify the Customer in advance and provide an opportunity to respond. If prior notification is not reasonable or feasible for Hawk, including due to legal requirements or where it would jeopardize the purpose of the suspension, Hawk may suspend the Services without prior notice. Any suspension may be proportionate in scope and duration. In determining whether and how to suspend the Services, Hawk may take into account the Customer's legitimate interests, including, where appropriate, exploring other less intrusive measures. A suspension of Services shall not constitute a termination of this Agreement by Hawk.

If the cause for suspension has not been resolved within four (4) weeks after the start of the continued suspension, Hawk shall take a decision whether to (i) lift the suspension and regrant access, (ii) extend the suspension, or (iii) terminate the Agreement.

6. Regulatory provisions

- 6.1. The Customer is a regulated financial institution subject to supervision by applicable regulatory authorities. To the extent the Services constitute outsourcing, the Parties agree that the applicable provisions set out under Appendix 6 (Material Outsourcing Agreement), where applicable, shall apply.
- 6.2. Prior to the conclusion of this Agreement, the Customer was able to thoroughly assess Hawk and the Services to be provided and conclude at the time of signature that Hawk and the Services to be provided comply with the requirements of a regulated entity in the Customer's jurisdiction for those Services. Notwithstanding the Customer's own responsibilities as a regulated entity, Hawk warrants that the Services provided in accordance with applicable laws and industry standards relevant to the Services.

- 6.3. In the event that the Services need to be modified due to an order by a relevant supervisory authority directed to the Customer alone, the Customer may request such modifications from Hawk subject to Hawk's reasonable technical and commercial feasibility, whereby the Parties agree that all costs, including fees for additional services by Hawk related to these modifications, shall be borne by the Customer.
- 6.4. The Parties acknowledge that the Customer, as a regulated entity, remains solely responsible for compliance with the applicable laws and regulatory requirements. Nothing in this Agreement shall be construed as transferring any such responsibilities to Hawk.

7. Confidentiality

- 7.1. Each Party shall keep confidential all Protected or Confidential Information (as defined hereinbelow) and apply at least the same degree of care as it uses to protect its own confidential information of a similar nature and in any event no less than a reasonable standard of care.
- 7.2. For the purposes of this Agreement, "**Protected or Confidential Information**" means any protected or confidential information and data, in particular business and trade secrets, of the respective other Party (the "**Disclosing Party**") of which a Party (the "**Recipient**") receives knowledge during the preparation, execution and performance of this Agreement which is reasonable deemed to be protected or confidential, in particular any of the following information:
- (a) Any information that has been expressly designated as confidential by a Party in writing;
 - (b) On the part of the Customer, transaction data, Customer master data, applied AML/CFT rules and case processing data;
 - (c) On the part of Hawk, verification mechanisms, case handling procedures, details about the AI explainability and algorithms used, pricing and information about the functionality of the Services of Hawk;
 - (d) Any information that is considered a trade or business secret of any of the Parties;
 - (e) Any information that is protected by industrial and other property rights, e.g. design material, training material, process sketches, configuration diagrams or draft versions for software;
 - (f) Any information that involves personal or material relationships of the customers of one Party and are covered by bank secrecy or data protection or a similar obligation of confidentiality or are of a similar nature to data protected by bank secrecy or data protection laws; and

(g) Any information where the confidentiality interest of the disclosing Party arises from the nature of the information, namely, concepts, business plans, samples, processes, formulas, production techniques and ideas, product and program specifications, drawings, sales and marketing data or marketing plans, information on pricing and costs, information on suppliers and business relations, and other trade and business secrets.

7.3. Information shall cease to be Protected or Confidential Information under this Agreement if such information is proven to

(a) be already lawfully known to the Recipient before transmission (not being bound by obligations of confidentiality (whether contractually or by statute) to the Disclosing Party), or

(b) be already publicly known before the notification, or

(c) became publicly known after notification without breach of this Agreement or fault or omission of the receiving Party and regardless of any default of the receiving Party, or

(d) have been made known to the receiving Party by a third party who is not subject to any direct or indirect confidentiality obligation towards the other Party.

Burden of proof for any of these exceptions shall be on the Party invoking the exception.

7.4. The Parties undertake to keep Protected or Confidential Information confidential in accordance with this Agreement. Protected or Confidential Information shall be protected from unauthorized access by third parties and shall not be disclosed to third parties directly or indirectly without the prior written consent of the disclosing Party unless stated otherwise herein. Affiliates are not deemed to be third parties according to the confidentiality obligations in this Agreement. Furthermore, the Parties undertake to use the Protected or Confidential Information provided to them exclusively for establishing, evaluating, performing, executing, managing, enforcing, and terminating this Agreement.

7.5. The Recipient shall disclose the Protected or Confidential Information on a need to know basis only to those of its or its affiliates', directors, officers, employees, agents, investment committee members, attorneys, accountants, investment bankers, financing sources, financial advisors and other professional advisors or consultants (not being a competitor, or director, officer or current employee of a competitor of Hawk) involved in the determinations or performance regarding the Agreement ("**Representatives**") and shall bind them with secrecy and non-use obligations of the same degree as those contained in this Agreement, unless the Representatives are bound to confidentiality by rules of professional conduct. The Recipient shall not disclose to any third party other than Representatives the fact that the Confidential Information exists, nor provide to any third party other than Representatives any Confidential Information or description or summary of the Confidential Information.

- 7.6. The Recipient shall ensure compliance of its Representatives with the terms of this Agreement as if they were a party to it and be liable for any acts or omissions of its Representatives that would constitute a breach of this Agreement if they were undertaken or omitted by the Recipient.
- 7.7. The Recipient may disclose Protected or Confidential Information to the extent as required by applicable law or by any court of competent jurisdiction or regulatory or governmental authority, provided that, to the extent legally permitted, the Recipient shall give the Disclosing Party reasonable notice of such disclosure, comply with any applicable protective order or equivalent, and use commercially reasonable efforts to limit the scope of such disclosure.
- 7.8. The confidentiality obligation in this Section 7 shall continue for three (3) years after the termination of this Agreement.
- 7.9. If one Party so requests, the Protected or Confidential Information provided by it shall be returned to it after termination of this Agreement, except for
- (a) electronically created backup copies and similarly stored data that cannot be erased/destroyed with reasonable efforts;
 - (b) such Confidential Information that the Recipient or its Representatives are required to retain under any law applicable to it;
- 7.10. Without prejudice to Section 10, neither Party shall issue any press release or make any public statement referring to the other Party or this Agreement without the prior written consent of the Party.

8. Liability

- 8.1. The Parties agree that Hawk does not assume any responsibility for the fulfillment of the Customer's statutory duties as a regulated entity nor the statutory duties of any regulated end-user of the Customer authorized to use the Services. Further, this Agreement does not establish any kind of responsibility of Hawk vis à vis any third parties. The Customer is solely responsible to ensure that the performance of the Services by Hawk and the Customer's supervision over Hawk's performance is in compliance with the Customer's contractual or statutory duties. Notwithstanding Hawk's obligation to perform under this Agreement and subsequent liability for malperformance as governed below, neither the Customer's statutory duties nor any fines or penalties incurred as a result of non-compliance of those duties shall be transferred to Hawk.
- 8.2. Hawk shall only be liable in accordance with the following provisions:
- (a) Hawk shall be liable, without limitation, for damages caused intentionally or with gross negligence by Hawk.

- (b) Hawk shall be liable, without limitation, for death, personal injury or damage to health caused by the intent or negligence of Hawk or under the relevant Product Liability Act in the event of product liability.
- (c) Hawk shall be liable for losses caused by the negligent breach of its primary obligations. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the Customer may rely.
- (d) If Hawk breaches its primary obligations through negligence, then its ensuing liability shall be limited to the amount which was foreseeable by Hawk at the time the respective service was performed, up to a maximum amount of total fees paid to Hawk by Customer during the 12 months before a respective breach.

- 8.3. The limitations according to this section shall also apply for Hawk's legal representatives, senior executives and its agents in performance.
- 8.4. Each Party exempts the other Party from all claims of third parties which are based on a culpable violation of this Agreement by the exempting Party, its legal representatives or agents. The Parties shall support each other in the defense against claims by third parties in connection with this Agreement, i.e., provide necessary documents and documentation.
- 8.5. The limitation period for claims for damages against Hawk is one (1) year, unless mandatory statutory limitation periods otherwise apply.
- 8.6. As far as Hawk's liability is limited or excluded, this also applies for Hawk's employees, representatives and vicarious agents.

9. Data Protection

- 9.1. The Parties undertake to comply with the applicable data protection regulations during the execution of the Agreement.
- 9.2. To the extent that Hawk processes Personal Data on behalf of the Customer, such processing shall be governed by the Data Processing Agreement (Appendix 2) which forms an integral part of this Agreement.

10. Marketing Permissions

- 10.1. The Customer allows Hawk to include its logo in the reference list maintained on the company website and in company presentations.

- 10.2. The Customer agrees to act as a reference for Hawk, where appropriate and on selected occasions, upon prior request.
- 10.3. The Customer allows Hawk to create and use or publish a case study about the ongoing cooperation for marketing purposes.
- 10.4. The marketing permissions set forth in this Section 10 are independent of the duration and validity of this Agreement and can be revoked in writing (email sufficient) with immediate effect without observing a deadline. The revocation has no effect on the remaining parts of this Agreement.

11. Term and Termination

- 11.1. The Agreement commences upon signature of this Agreement by the last of the Parties and has an unlimited duration ("**Effective Date**").
- 11.2. The minimum agreed term of this Agreement is 5 (five) years ("**Minimum Agreed Term**").
- 11.3. The Agreement may be terminated by either Party following the Minimum Agreed Term at any time by providing six (6) months' written notice to the end of each month. However, termination will not take effect before the expiry of the Minimum Agreed Term.
- 11.4. Hawk shall facilitate switching between data processing services in accordance with Articles 23 ff. of Regulation (EU) 2023/2854 ("**Data Act**"). In the event of termination of this Agreement due to such switching the Customer shall pay to Hawk an amount equal to seventy five percent (75 %) of the Fees that would have become due for the remainder of the Minimum Agreed Term had this Agreement continued in full force and effect. Until 11 January 2027 and to the extent permitted under Article 29(2) of the Data Act, Hawk may charge the Customer reasonable and proportionate switching charges strictly limited to Hawk's actual costs directly or indirectly incurred in facilitating the switching process including the extraction and transfer of Customer data and related administrative efforts. The rights of the Customer under the Data Act including those pursuant to Article 25 of the Data Act shall remain unaffected.
- 11.5. The right of the Parties to terminate without notice for cause remains unaffected.
- 11.6. Unless otherwise specified in this Agreement, each Party may request return of all data received and processed within the Platform by the other Party in a CSV file or other suitable format within six (6) weeks after termination of the Agreement. Within one week after returning of data in the meaning of sentence 1 but no later than three (3) months after termination of the Agreement the returning Party shall permanently delete all data mentioned in sentence 1 on its server.

12. General provisions

- 12.1. **Force majeure.** Neither Party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the Party. The respective Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of its respective obligations.
- 12.2. **Assignment.** Unless otherwise agreed in writing, neither Party may assign, transfer, charge or otherwise encumber or deal in any other manner with this Agreement or any right, benefit or interest under it, without the prior written consent of the other Party. This shall not apply in the context of Section 3.6. of this Agreement. This Agreement is not intended to establish a joint venture, legal partnership vehicle or grant one Party power of representation for the other.
- 12.3. **Severance.** To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that particular provision shall be deemed not to be a part of this Agreement. It shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 12.4. **Variation.** No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties by its respective authorized representatives. This also applies with respect to a variation of this Section 12.4.
- 12.5. **Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.
- 12.6. **Written Form.** Amendments and additions to this Agreement and/or its Appendices shall be valid only if made in writing. Electronic form is acceptable to the Parties using at least an advanced electronic signature. This also applies to any amendment to this written form clause.
- 12.7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Germany without regard to principles of conflicts of laws. As far as legally admissible, the exclusive place of jurisdiction for all disputes regarding rights and duties under this Agreement, including its validity, shall be Munich, Germany.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

[Place], [Date]	[Signee] [Position] Hawk AI GmbH
[Place], [Date]	[Signee] [Position] [Customer]