

IVXS UK Limited ("ComplyAdvantage") Terms of Service**1 Interpretation****1.1** In this Agreement:

"Agreement" means the Order Form, these Terms of Service, together with any appendices, schedules, annexes and (where context requires) documents referred to herein;

"API" means an Application Programming Interface provided by ComplyAdvantage, which refers to a language and message format used by an application program to communicate with the Client's operating system or some other control program such as a database management system or communications protocol.

"Applicable Law" means as applicable and binding on the Client, ComplyAdvantage and/or the Services:

(a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;

(b) the common law and laws of equity as applicable to the parties from time to time;

(c) any binding court order, judgment or decree; or

(d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

"Appropriate Safeguards" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Legislation from time to time;

"Associated Company" means in relation to a company, any subsidiary or holding company from time to time, or a subsidiary of such holding company (where "subsidiary" and "holding company" are defined by reference to section 1159 of the Companies Act 2006);

"Authorised User" means any employee of the Client authorised by the Client to access and use the Services (wholly or in part), using his own unique identifier provided by ComplyAdvantage;

"Billing Information" means the information given on the Order Form which defines the billing currency, billing frequency and payment period;

"Business Days" means any day other than a Saturday or Sunday or public holiday in England on which banks are physically open for the transaction of general banking business in London;

"Charges" means ComplyAdvantage's fees for the Services, as agreed between the parties and set out in the Order Form, together with such other additional fees as may be agreed between the parties from time to time;

"Client" means the person so named on the Order Form;

"Client Data" means data belonging to or provided by the Client;

"ComplyAdvantage Data" means all data held within ComplyAdvantage databases, other than Client Data, which is accessible to the Client through use of the Services;

"Confidential Information" means information that is proprietary or confidential (however recorded, preserved or disclosed) disclosed by one party to the other in connection with this Agreement, and as supplemented by clause 9 (Confidential Information);

"Contract Year" means the period between the Effective Date (or an anniversary thereof) and the day immediately preceding the next anniversary of the Effective Date, inclusive;

"Controller", "Processor", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the GDPR;

"CSOM" means the customer screening and ongoing monitoring Service described in Appendix III (Service Description);

"Data Protection Legislation" means all laws relating to the processing of Personal Data, privacy, and security, including without limitation the EU General Data Protection Regulation 2016/679 ("GDPR"), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws, regulations and regulatory guidance;

"Data Subject Request" means a request made by a data subject to exercise any rights of data subjects under Data Protection Legislation;

"Effective Date" means the date of the final signature of the Original Order Form;

"Facilitation of Tax Evasion" means (a) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person; (b) aiding, abetting, counselling or procuring Tax Evasion by another person; and/or (c) any other actions which would be regarded as facilitation of Tax Evasion under applicable national, federal and/or state laws;

"Initial Term" means the period between the Service Start Date and the Services End Date, inclusive;

"Intellectual Property" means any and all patents, copyrights (including future copyrights), design rights, trade marks, Trade Mark, service marks, domain names, trade secrets, know-how, database rights, and all other intellectual property rights, whether registered or unregistered, and including applications for any of the foregoing and all rights of a similar nature which may exist anywhere in the world;

"Material" means written documentation and content, verbal, electronic and other information, databases, computer software, Software, designs, drawings, pictures or other images (whether still or moving), the Site, sounds or any other record of any information in any form belonging to ComplyAdvantage but for the avoidance of doubt not including material belonging to the Client;

"Monitor" means a Search which the Client has elected to monitor for updates through the CSOM Service;

"Order Form" means the ordering document which contains relevant commercial information, including without limitation such details as define the specific services to be provided by ComplyAdvantage, the agreed Authorised User numbers, permitted search volumes, available datasets, pricing, and contract length;

"Original Order Form" means the first Order Form signed between the parties;

"Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any personal data processed by ComplyAdvantage under this Agreement in its capacity as Processor;

"Persons Associated" means any employee, agent or representative of the relevant party or other third-party who supplies services to, or on behalf of, the relevant party;

"Renewal Increase" has the meaning given to it in clause 3.5;

"Renewal Term" has the meaning given to it in clause 2.2;

"Sanctioned Country" means Cuba, Iran, North Korea, Syria, Russia, the Crimea region of Ukraine and the so-called regions of Donetsk People's Republic and Luhansk People's Republic of Ukraine, and any other country, region or territory which is the subject or target of any territory-, region- or country-wide Sanctions;

"Sanctioned Person" means any person or entity:

- a) listed on, or owned or controlled (as such terms, including any applicable ownership and control requirements, are defined in any applicable Sanctions laws or in any related official guidance) by one or more person or entity listed on, a Sanctions List;
- b) that is, or is part of, a government of a Sanctioned Country;
- c) that is operating from, or incorporated under the laws of, a Sanctioned Country; or
- d) that is otherwise the subject or target of any Sanctions,

or that is acting on behalf of any person or entity listed in paragraphs (a) to (d) above, for the purpose of evading or avoiding, or facilitating the evasion or avoidance of, any Sanctions;

"Sanctions" means economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced from time to time by any Sanctions Authority;

"Sanctions Authority" means:

- a) the United Nations Security Council or any of its sanctions sub-committees;
- b) the United States;
- c) the European Union or any member state thereof;
- d) the United Kingdom;
- e) the respective governmental institutions of any of the foregoing including, without limitation, OFAC, the U.S. Department of Commerce, the U.S. Department of State, OFSI and the U.K. Foreign, Commonwealth and Development Office; and
- f) any other governmental institution with responsibility for imposing, administering or enforcing economic or financial sanctions, restrictive measures, trade embargoes or export control laws with jurisdiction over Client or any of its affiliates;

"Sanctions List" means any of the lists of designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time;

"Scheduled Maintenance" means any work notified in advance to the Client (as provided in the SLA) to be carried out by ComplyAdvantage or on its behalf that may cause the Services to be temporarily suspended;

"Search" means an input for the CSOM Service with a unique search identity;

"Service Data" means any data related to the provision of the Services which is not ComplyAdvantage Data, including but not limited to payment information provided by the Client on the Order Form and data on the Client's use of the Services;

"Service" or **"Services"** means the services to be provided by ComplyAdvantage under this Agreement as set out in the Order Form and described in Appendix III;

"Services End Date" means the latest date specified as such on the Order Form;

"Services Start Date" means the earliest date specified as such on the Order Form;

"Site" means ComplyAdvantage's website at ComplyAdvantage.com, or other websites that ComplyAdvantage choose to operate and provide Services through;

"SLA" means the appendix to this document that defines the service levels to be provided by ComplyAdvantage under this Agreement;

"Software" means ComplyAdvantage's data management and manipulation software made available by ComplyAdvantage to the Client, whether through a web-based interface, on-site at the Client's location or via an API as part of the Services;

"Sub-Processor" means another Processor engaged by ComplyAdvantage to carry out processing activities in respect of the personal data on behalf of the Client;

"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;

"Supplemental Order Form" means any Order Form signed between the parties which corrects, replaces, updates or for any other purpose modifies the any terms agreed in the Original Order Form;

"Tax Evasion" means any fraudulent activity intended to divert funds from the public revenue of any government as well as any statutory tax evasion offence of any territory, where tax includes all taxes, levies and contributions imposed by governments in any territory;

"TMS" means the transaction monitoring and transaction screening Services described in Appendix III (Service Description);

"Trade Mark" means the 'ComplyAdvantage' unregistered trade mark and logo and any future registration of either of these marks or any similar mark or branding of ComplyAdvantage or of any Associated Companies or third parties provided or Used as a part of these Services or any application for registration anywhere in the world;

"Transaction" means one line of data with a unique transaction ID processed by the TMS Services;

"Use" means direct use by the Client of the Services as a sanctions, PEP and adverse media checking and anti-money laundering tool for the Client's own internal business purposes and such other use as may be permitted by ComplyAdvantage in writing from time to time;

"VAT" means value added tax chargeable under English law for the time being and any similar additional tax;

"Working Hours" means 9am to 5.00pm UK time on Business Days.

1.2 Subject to clause 18, any reference in these terms to 'writing' or related expressions includes but shall not be limited to a reference to email, communications via websites and comparable means of communication.

1.3 Except where the context requires otherwise:

- 1.3.1 the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established; and a reference to a 'party' includes that party's personal representatives, successors and permitted assigns; and
- 1.3.2 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2 Supply of the Services

- 2.1 ComplyAdvantage shall provide the Services to the Client with reasonable skill and care on the terms and conditions of this Agreement, including the service levels set out in the SLA.
- 2.2 This Agreement is made and shall come into force on the Effective Date. The provision of the Services shall commence upon the Services Start Date and shall continue for the Initial Term, renewing thereafter for successive terms of 12 months each (each a "**Renewal Term**") unless terminated by either party by no less than 30 days' notice prior to the end of the Initial Term or a Renewal Term, or if this Agreement is terminated earlier in accordance with its terms.
- 2.3 Where ComplyAdvantage itself provides links from its Site or Services contain links to other sites and resources provided by third parties, these links are provided for the Client's information only. ComplyAdvantage has no control over the availability or content of such other sites or resources and accepts no responsibility or liability for them or for any loss or damage that may arise from the Client's use of third-party sites or materials.
- 2.4 The Client recognises that ComplyAdvantage is always finding ways to improve the Services and add features, and agrees that ComplyAdvantage may change the Services from time to time with no warranty, representation or other commitment given in relation to the continuity of any functionality of the Services, provided that any such changes do not fundamentally alter the nature of the Services.
- 2.5 Where ComplyAdvantage gives the Client access to a sandbox account, the Client acknowledges and agrees that:
- 2.5.1 such access is provided for demonstration and evaluation purposes only. The Client shall not be permitted to use the sandbox account for production use;
 - 2.5.2 use of the sandbox account shall be limited to 10% of the total quantity purchased per Service, per Contract Year as set out in the Order Form. Any volume used in excess of this limit shall be deducted from the quantity purchased for production use;
 - 2.5.3 the sandbox account is provided on an "as is" and "as available" basis, without any warranty whatsoever;
 - 2.5.4 ComplyAdvantage reserves the right to modify the sandbox account at any time without prior notice to the Client;
 - 2.5.5 all Client Data stored within a sandbox account shall be deleted every six months;
 - 2.5.6 Appendix I (Service Level Agreement) does not apply to use of a sandbox account; and
 - 2.5.7 ComplyAdvantage reserves the right to revoke access to a sandbox account at any time, without prior notice.
- 2.6 The Client may request the Services on behalf and for the benefit of any Associated Company provided that:
- 2.6.1 the Client shall remain liable to pay the Charges and the Client's point-of-contact named in the Order Form shall be the only contact to which notices under this Agreement shall be sent by ComplyAdvantage;
 - 2.6.2 any Associated Company must comply with the terms of this Agreement as if they were the Client and the Client shall remain liable for any acts or omissions of any Associated Company as though they were its own;
 - 2.6.3 if an Associated Company incurs any losses or other liabilities arising out of this Agreement, any related claims may only be brought by the Client on behalf of such Associated Company and, for this purpose, all such losses or liabilities shall be deemed to be incurred by the Client and recoverable from ComplyAdvantage to the same extent as such losses would be recoverable by the Client under this Agreement;
 - 2.6.4 if a court of competent jurisdiction determines that any losses or other liabilities incurred by an Associated Company cannot be recovered as losses or liabilities incurred by the Client, then the relevant Associated Company shall have the right to bring a claim against ComplyAdvantage to recover such losses or liabilities in its own name but only to the extent that such losses or liabilities would be recoverable by the Client under this Agreement;
 - 2.6.5 any losses or liabilities incurred by an Associated Company shall not be deemed indirect or consequential merely as a result of such losses or liabilities being incurred by an Associated Company rather than the Client itself, and any claims for such losses or liabilities shall not be excluded by clause 11.4 on that basis alone;
 - 2.6.6 neither the Client nor any Associated Company shall be entitled to recover twice in respect of the same losses or liabilities, save to the extent that both entities incurred such losses or liabilities independently; and
 - 2.6.7 the Client shall ensure that no Associated Company brings any claims against ComplyAdvantage other than as permitted by clauses 2.6.3 and 2.6.4 above.
- 2.7 The Client's total number of unique Monitors may not exceed 125% of the total quantity of simultaneous Monitors set out on the Order Form.

3 Charges & Payment

- 3.1 The Client shall pay the Charges for the Services in accordance with this Agreement. All payments shall be made in advance according to the Billing Information, unless expressly stated otherwise on the applicable invoice. Sums shall be paid in full without set off or deduction by electronic funds transfer (and not by cheque) to the account nominated on the invoice. ComplyAdvantage reserves the right to make first provision of the Services subject to receipt of payment for the first payment period of this Agreement.
- 3.2 ComplyAdvantage shall first invoice the Client in respect of the Services such that payment shall be due no earlier than the Services Start Date.
- 3.3 Without prejudice to the Renewal Increase, ComplyAdvantage may, no more than once per Contract Year and not to take effect until the completion of the first Contract Year, alter the level of Charges by up to two percent above the previous 12 months' increase in the Retail Price Index published by the Office for National Statistics.
- 3.4 All Charges quoted to the Client for the provision of the Services are exclusive of any VAT.
- 3.5 The annual Charges shall increase by up to 5% (the "**Renewal Increase**") of the then current Charges (including as raised under clause 3.2) on the commencement of each Renewal Term without the need for notice.
- 3.6 No payment shall be deemed to have been made until ComplyAdvantage has received such payment in cleared funds from the Client.
- 3.7 If Client requires a purchase order number on invoices, it shall provide a purchase order number on (or promptly upon execution of) the relevant Order Form. If Client does not provide a purchase number as provided above, Client shall pay any related invoices without a purchase order number and may not withhold or delay payment of an invoice due to the absence of, or Client's delay in providing, a purchase order number. Any terms provided by Client on a purchase order are void.
- 3.8 If the Client fails to pay ComplyAdvantage any Charges by the due date set out on any relevant invoice (subject to any separate agreement in writing between the parties from time to time), then without prejudice to its other rights and remedies ComplyAdvantage shall be entitled to charge interest on the outstanding amount at

the prevailing rate of statutory interest (whether before or after any judgment), accruing daily and compounded quarterly, from the later of due date for payment and 30 days from the date of the Client's receipt of the invoice, until the outstanding amount is paid in full.

- 3.9 If the Client fails to pay any Charges by the due date set out on any relevant invoice (subject to any separate agreement in writing between the parties from time to time), ComplyAdvantage may disable the account and temporarily suspend the provision of the Services from the date falling 7 days after ComplyAdvantage gives notice that the sums are overdue until such time as any outstanding invoices have been settled in full in cleared funds, whereupon the Services shall be reinstated. Suspension is without prejudice to ComplyAdvantage's right to terminate this Agreement in accordance with clause 13.

4 Data Protection

4.1 Processor and Controller

- 4.1.1 Save with respect to the Service Data and ComplyAdvantage Data, of which ComplyAdvantage is a Controller, the parties agree that the Client is the Controller and ComplyAdvantage is the Processor in respect of any personal data that is provided by the Client to ComplyAdvantage for processing in the course of providing the Services.
- 4.1.2 Each party shall process any personal data involved in the performance of this Agreement in compliance with:
- a) their respective obligations under the Data Protection Legislation; and
 - b) the terms of this Agreement.
- 4.1.3 The Client warrants and represents that all personal data provided to ComplyAdvantage pursuant to this Agreement shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Client ensuring that any required fair processing information and all necessary consents have been given to and received from the data subjects), with Data Protection Legislation. Nothing in this clause 4 shall require ComplyAdvantage to check or monitor the accuracy, contents or Client's use of any personal data and, accordingly, ComplyAdvantage has no liability or responsibility whatsoever howsoever arising directly or indirectly to the Client for the accuracy, contents or Client's use of such personal data.
- 4.1.4 The Client shall ensure its customers (or other persons it intends to screen using the Services) are made aware that their personal data shall be shared with ComplyAdvantage, and the terms of our privacy notice, which can be found at <https://complyadvantage.com/privacy-notice/>.
- 4.1.5 The Client shall not send to ComplyAdvantage any personal data which is not reasonably necessary for ComplyAdvantage to provide the Services.
- 4.1.6 The Client acknowledges that the Services may be provided by ComplyAdvantage on a multi-tenanted environment at ComplyAdvantage's sole discretion.

4.2 Instructions and details of processing

- 4.2.1 Neither party shall sell any Personal Data shared in accordance with this Agreement, nor retain, use, or disclose Personal Data for any commercial purpose other than providing the services. Each party agrees it shall not disclose Personal Data outside the scope of this Agreement. Each party acknowledges and confirms it understands its respective obligation under applicable Data Protection Legislation and shall comply with them.
- 4.2.2 Insofar as ComplyAdvantage processes personal data on behalf of the Client, ComplyAdvantage:
- a) unless required to do otherwise by Data Protection Legislation, shall (and shall take steps to ensure each person acting under its authority shall) process the personal data only on and in accordance with the Client's documented instructions as set out in this clause 4, submitted via the Site and/or API, notified in writing to ComplyAdvantage by Client's Authorised Users, and updated from time to time in accordance with the terms of this Agreement (the "Processing Instructions");
 - b) if any Applicable Law requires it to process personal data other than in accordance with the Processing Instructions, ComplyAdvantage shall notify the Client of any such requirement before undertaking such processing of the personal data (unless the Applicable Law prohibits such information on important grounds of public interest); and
 - c) shall inform the Client if ComplyAdvantage becomes aware of a Processing Instruction that, in ComplyAdvantage's opinion, infringes any Data Protection Legislation, provided that this shall be without prejudice to clause 4.1.3 and to the maximum extent permitted by mandatory law, ComplyAdvantage shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Client's Processing Instructions following the Client's receipt of that information.
- 4.2.3 The categories of data subjects involved in the processing by ComplyAdvantage as Processor are those persons required to undergo customer due diligence as part of the Client's sanctions and anti-money laundering procedures.
- 4.2.4 The types of personal data to be processed by ComplyAdvantage as Processor under this Agreement are:
- a) the personal data specific in Appendix II (Data Protection); and
 - b) any other types of personal data set out on the Order Form.
- 4.2.5 Client shall update the Processing Instructions accordingly prior to using the Services to process any personal data relating to a category of data subjects or type of personal data not specified in clause 4.2.3, 4.2.4, or the Order Form.

4.3 Technical and organisational measures

- 4.3.1 ComplyAdvantage shall implement and maintain, at its cost and expense, the technical and organisational measures:
- a) in relation to the processing of personal data by ComplyAdvantage, as set out in Appendix II (Data Protection); and
 - b) taking into account the nature of the processing, to assist the Client insofar as is possible in the fulfilment of their obligations to respond to data subject requests relating to personal data.

4.4 Using staff and other processors

- 4.4.1 Client grants to ComplyAdvantage specific authorisation to appoint the Sub-Processors listed at <https://complyadvantage.com/sub-processors-list/> in connection with ComplyAdvantage's performance of the Services.
- 4.4.2 Client grants to ComplyAdvantage general authorisation to appoint additional or replacement Sub-Processors for ComplyAdvantage's performance of the Services, provided that ComplyAdvantage provides reasonable advanced notice of its intention to appoint each new Sub-Processor, and the Client may object to any such appointment within two weeks of notice.
- 4.4.3 Where the Client objects to the proposed appointment of a Sub-Processor under clause 4.4.2, ComplyAdvantage shall consider the reasons given by the Client for its objection and take appropriate steps to ensure that the change in Sub-Processors proposed by ComplyAdvantage under this clause 4.4 does not prevent ComplyAdvantage's performance of its other obligations under this clause 4.
- 4.4.4 ComplyAdvantage shall:

- a) prior to the relevant Sub-Processor carrying out any processing activities in respect of the personal data, appoint each Sub-Processor under a written contract enforceable by ComplyAdvantage containing materially the same obligations relating to the processing of personal data as under this Agreement;
- b) ensure each such Sub-Processor complies with all such obligations; and
- c) remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

4.4.5 ComplyAdvantage shall ensure that all persons authorised by it (or by any Sub-Processor) to process personal data are subject to a binding written contractual obligation to keep the personal data confidential (except where disclosure is required in accordance with any Applicable Law, in which case ComplyAdvantage shall, where practicable and not prohibited by Applicable Law, notify the Client of any such requirement before such disclosure).

4.5 Assistance with Client's compliance and data subject rights

4.5.1 ComplyAdvantage shall refer all Data Subject Requests and any relevant notices and correspondence from a Supervisory Authority which it receives (which are specific to the Client) to the Client within three Business Days of receipt of the request.

4.5.2 ComplyAdvantage shall provide such reasonable assistance as the Client reasonably requires (taking into account the nature of processing and the information available to ComplyAdvantage), to the Client in ensuring compliance with the Client's obligations under Data Protection Legislation (and the Client shall pay to ComplyAdvantage such costs as are reasonable in the circumstances) with respect to:

- a) security of processing;
- b) data protection impact assessments (as such term is defined in Data Protection Legislation);
- c) prior consultation with a Supervisory Authority regarding high-risk processing;
- d) responding to Data Subject Requests; and
- e) notifications to the Supervisory Authority and/or communications to data subjects by the Client in response to any Personal Data Breach.

4.6 International data transfers

4.6.1 The Client agrees that ComplyAdvantage may transfer personal data to any country, provided all transfers by ComplyAdvantage of personal data shall (to the extent required under Data Protection Legislation) be effected by way of Appropriate Safeguards and in accordance with Data Protection Legislation. The provisions of this Agreement shall constitute the Client's instructions with respect to transfers in accordance with clause 4.2.

4.6.2 Where Client will be accessing the Services and the Client Data from locations outside of the EEA, the parties shall agree Appropriate Safeguards for such intended international data transfers prior to permitting access to the Services by its Authorised Users from outside the EEA.

4.7 Records, information and audit

4.7.1 ComplyAdvantage shall maintain records of processing activities, in accordance with Data Protection Legislation binding on ComplyAdvantage.

4.7.2 ComplyAdvantage shall, in accordance with Data Protection Legislation, make available to the Client such information as is reasonably necessary to demonstrate ComplyAdvantage's compliance with the obligations of data processors under Data Protection Legislation, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, subject to the Client:

- a) giving ComplyAdvantage reasonable prior notice of such information request, audit and/or inspection being required by the Client;
- b) ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
- c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to ComplyAdvantage's business, the Sub-Processors' business and the business of other customers of ComplyAdvantage; and
- d) paying ComplyAdvantage's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

4.8 Breach notification

4.8.1 In respect of any Personal Data Breach, ComplyAdvantage shall, without undue delay:

- a) notify the Client of the Personal Data Breach; and
- b) provide the Client with details of the Personal Data Breach.

4.9 Deletion or return of Client Data and copies

4.9.1 ComplyAdvantage shall delete or return part or all of the personal data of which it is the Processor under this Agreement to the Client in such form as the Client reasonably requests within a reasonable time after the earlier of:

- a) the Client's written request;
- b) in respect of CSOM, 18 months after a Search is made or a Monitor is switched off;
- c) in respect of TMS, five years after termination of this Agreement for any reason; or
- d) once processing by ComplyAdvantage of any personal data is no longer required for the purpose of ComplyAdvantage's performance of its relevant obligations under this Agreement,

unless storage of any data is required by Applicable Law and, if so, ComplyAdvantage shall inform the Client of any such requirement.

4.10 Survival of data protection provisions

4.10.1 Clause 4 shall survive termination (for any reason) or expiry of this Agreement and continue:

- a) indefinitely in the case of clause 4.9; and
- b) for a period of 3 months following the earlier of the termination or expiry of this Agreement in the case clauses 4.1 to 4.8 (inclusive), provided always that any termination or expiry of clauses 4.1 to 4.8 (inclusive) shall be without prejudice to any accrued rights or remedies of either party under any such clauses at the time of such termination or expiry.

5 ComplyAdvantage Data

5.1 ComplyAdvantage Data is made available only for the Client's use as part of the Services and must not be made public by the Client unless required by Applicable Law. By making the ComplyAdvantage Data public or using it other than for the purposes for which it is provided, the Client may be in breach of the Data Protection Legislation and/or this Agreement. Client shall not transfer or access the ComplyAdvantage Data outside of the European Economic Area except with the prior written

consent of ComplyAdvantage and subject to Appropriate Safeguards. The Client shall indemnify ComplyAdvantage on demand for any damages or losses incurred by ComplyAdvantage as a result of or arising from Client's breach of this clause 5.1.

- 5.2 The Client shall not use the ComplyAdvantage Data for pre-employment screening, credit referencing or any other purpose that may constitute a "Consumer Report" in the Fair Credit Reporting Act 15 U.S.C. § 1681 (as amended from time to time). The Client will indemnify ComplyAdvantage on demand for any direct damages and losses incurred by ComplyAdvantage as a result of or arising from the Client's breach of this clause 5.2.
- 5.3 The Client shall ensure that all ComplyAdvantage Data and Materials are kept secure and shall use appropriate security practices and systems applicable to the use of the ComplyAdvantage Data and Materials to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the ComplyAdvantage Data and the Materials. Such appropriate security practices shall not be of a standard lower than the steps that the Client takes to protect the Client Data or Confidential Information of a similar nature.
- 5.4 If the Client becomes aware of any misuse of any ComplyAdvantage Data or the Materials, or any security breach in connection with this Agreement that could compromise the security or integrity of the ComplyAdvantage Data or the Materials or otherwise adversely affect ComplyAdvantage or if the Client learns or suspects that any password or other security feature has been revealed to or obtained by any unauthorised person, the Client shall, at the Client's expense, promptly notify ComplyAdvantage and fully co-operate with ComplyAdvantage to remedy the issue as soon as reasonably practicable.
- 5.5 The Client's obligations regarding the retention and protection of the ComplyAdvantage Data and Materials survive termination of this Agreement for any reason.
- 5.6 Client understands and acknowledges that:
- 5.6.1 ComplyAdvantage gives no opinion and makes no recommendation in relation to persons appearing in the ComplyAdvantage Data or any persons whose data has been processed by ComplyAdvantage in provision of the Services; and
 - 5.6.2 results derived from the Client's use of the Services should not be used to draw any automatic conclusion, or relied upon in isolation to make a decision, relating to any person flagged or not flagged in the course of the Client's use of the Services.

6 Data Sharing

- 6.1 Depending on the configuration of the Services or, as may be agreed between the parties from time to time, Client shall share either via the Services or such other means as the parties may agree, the following data for the corresponding uses:
- 6.1.1 **Data relating to terrorism, criminal and associated suspicious activity** – Where Client has identified potential terrorist, fraudulent, criminal or associated suspicious activity via the ComplyAdvantage Service, e.g. through blocking a transaction or adding one of its customers or other third parties to a blacklist, Client may opt in for ComplyAdvantage to use the data relating to such activity, including any relevant information relating to a transaction or a customer or other third party, for fraud and crime prevention purposes as part of the Services.
 - 6.1.2 **Analytics** – Subject to the terms of this Agreement, ComplyAdvantage may analyse and process both Client Data in order to distil behaviours, trends and patterns ("Analytics"), and the results and learnings of such Analytics. ComplyAdvantage uses these Analytics to improve risk assessments given to clients as part of the Services, for fraud and crime prevention purposes, and to develop, improve the ComplyAdvantage service and to produce anonymised or pseudonymised and aggregated statistical reports and research.
 - 6.1.3 **System usage** – ComplyAdvantage shall use the number of Authorised Users, and data relating to the volume and categories of Client Data processed through the Services, to calculate and verify the Charges. ComplyAdvantage may analyse Authorised Users' login metadata (including IP address, concurrent logins, and similar indicators) for security purposes to monitor Client's compliance with clause 8.

7 Sanctions Compliance

- 7.1 Each party warrants that neither it, nor any of its Associated Companies, nor any of their respective direct or indirect securityholders, directors, officers, employees, agents, representatives, or any other person acting on their behalf is or has been:
- 7.1.1 a Sanctioned Person;
 - 7.1.2 engaged in any transaction, dealing, conduct, activity or omission with a Sanctioned Person;
 - 7.1.3 in breach of any Sanctions law; and/or
 - 7.1.4 engaged in any transaction, dealing, conduct, activity or omission that would otherwise constitute or would be reasonably expected to constitute non-compliance with or an offence under any Sanctions law, whether by the person engaged or any other person.
- 7.2 Each party further warrants that neither it, nor any of its Associated Companies, has initiated or conducted any internal investigation or made any voluntary or involuntary disclosure to any Sanctions Authority or similar agency with respect to any alleged or suspected transaction, dealing, conduct, activity or omission arising under or relating to any non-compliance with, or offence under, any Sanctions law.
- 7.3 A breach of clauses 7.1 and/or 7.2 shall be deemed to be an irremediable material breach of this Agreement.

8 Client's Obligations

- 8.1 The Client shall not:
- 8.1.1 use the Services in any way so as to bring the Services or ComplyAdvantage into disrepute;
 - 8.1.2 use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous or menacing;
 - 8.1.3 use the Services in a manner which infringes the Intellectual Property, proprietary or personal rights of any third party, including data subjects;
 - 8.1.4 misuse the Site by introducing viruses, trojans, worms, logic bombs or other material which is technologically harmful;
 - 8.1.5 gain or attempt to gain unauthorised access to the Site or Services, the server on which the Site or Services are stored or any server, computer or database connected to the Site or Services, including through penetration testing;
 - 8.1.6 attack the Site or Services via a denial-of-service attack or a distributed or malicious denial-of service attack; or
 - 8.1.7 access or attempt to access the Software, Services or the Site in order to build or enable a third party to build a product or services which competes or can potentially compete with the Software or Services; or
 - 8.1.8 attempt to extract ComplyAdvantage Data in bulk; or

- 8.1.9 use the ComplyAdvantage Data and Materials, or release any ComplyAdvantage Data or Materials, to third parties except as authorised in writing by ComplyAdvantage or as permitted under this Agreement.
 - 8.1.10 make any part of the ComplyAdvantage Data or of the Services available to anyone who is not an employee of the Client, except as permitted under this Agreement or authorised by ComplyAdvantage in writing; or
 - 8.1.11 alter any part of the Services.
- 8.2 A breach of clause 8.1 constitutes a material breach of this Agreement and may result in the withdrawal or suspension of any rights to use the Services pursuant to clause 13.2.1.
- 8.3 The Client shall keep its password and other access details for Use with the Services confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. The Client shall notify ComplyAdvantage immediately if it believes that such information is no longer secret. The Client is solely responsible for all activities that occur under the Client's password or account. The Client shall not permit any person to access the Services for any unauthorised purpose that would constitute a breach of this Agreement if such a breach was carried out by the Client and remains responsible in full for any such unauthorised use.
- 8.4 The Client shall take all reasonable steps to ensure that nobody other than Authorised Users accesses the ComplyAdvantage Data or Services using Authorised User accounts. Authorised User accounts may not be shared between individuals.

9 Ownership & Use of the Intellectual Property

- 9.1 The Client acknowledges and ComplyAdvantage warrants that:
- 9.1.1 ComplyAdvantage is as between the Client and ComplyAdvantage the proprietor of the Intellectual Property in the Site, the Services and Materials; and
 - 9.1.2 so far as ComplyAdvantage is aware the Intellectual Property in the Site, the Services and Materials, and their Use as permitted in this Agreement, do not infringe the Intellectual Property rights of any third party.
- 9.2 ComplyAdvantage hereby grants to the Client a limited, personal, non-exclusive and non-transferable licence to Use the Intellectual Property in the Site, the Services and Materials for the duration of this Agreement strictly in accordance with its terms. The Client shall not be entitled to use the Intellectual Property in the Site, the Services and Materials for any other purpose. In particular and without limitation, the Client shall have no right to copy, translate, reproduce, adapt, reverse engineer, decompile, disassemble, or create derivative works of the Software or the Materials except as permitted by Applicable Law. Further, the Client shall have no right to sell, rent, lease, transfer, assign, or sub-licence the Materials or its rights under this Agreement without ComplyAdvantage's prior written consent or otherwise expressly permitted by this Agreement.
- 9.3 The Client shall only use the Trade Mark and other branding of ComplyAdvantage in the form stipulated by ComplyAdvantage from time to time and shall observe all directions given by ComplyAdvantage as to colours and size and representations of the Trade Mark and branding and their manner and disposition on the Client's products, packaging, labels, wrappers and any accompanying leaflets, brochures or other materials. All goodwill arising from such use by the Client shall accrue to ComplyAdvantage.
- 9.4 The Client shall not use any mark or name confusingly similar to the Trade Mark in respect of any of its services or use the Trade Mark as part of any corporate business or trading name or style. ComplyAdvantage may use the Client's name and logo for the limited purpose of identifying the Client as a customer of ComplyAdvantage.
- 9.5 If the Client becomes aware that any other person, firm or company alleges that the Intellectual Property in the Site, the Services and/or Materials is invalid or that use of such Intellectual Property and/or Materials infringes any Intellectual Property rights of another party the Client shall as soon as reasonably possible give ComplyAdvantage full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.
- 9.6 If the Site, the Software, the Services and/or Materials (together the "Products") or a portion thereof becomes the subject of third-party intellectual property claim affecting ComplyAdvantage's ability to continue providing the Products, ComplyAdvantage shall either:
- 9.6.1 procure for the Client the right to continue to use the Products; or
 - 9.6.2 modify or replace the Products to make them non-infringing,
- or, if ComplyAdvantage reasonably determines that the options in parts 9.6.1 or 9.6.2 of this section are not viable due to commercial, financial, technical or other restrictions, either party may terminate this Agreement with immediate effect by giving written notice to the other party.
- 9.7 ComplyAdvantage shall have the conduct of all proceedings relating to the Intellectual Property in the Site, the Services and/or Materials and shall in its sole discretion decide what action if any to take in respect of any matter arising under clause 9.5 or any action to bring any infringement by a third party of such Intellectual Property to an end. The Client shall reasonably assist ComplyAdvantage upon ComplyAdvantage's reasonable request in any proceedings brought by or against ComplyAdvantage. ComplyAdvantage agrees to reimburse the Client's reasonable expenses incurred in complying with this clause 9.7.

10 Confidentiality

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:
- 10.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or
 - 10.1.2 was in the other party's lawful possession before the disclosure; or
 - 10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 10.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 10.3 Each party shall:
- 10.3.1 disclose the other party's Confidential Information only to those of its officers, employees, agents, sub-contractors, and contractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement; and
 - 10.3.2 procure that such persons are made aware of and comply with the obligations in this clause 10 as if they were a party to this Agreement.

- 10.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 10.5 The Client acknowledges that the Software, the ComplyAdvantage Data and the Materials constitute ComplyAdvantage's Confidential Information.
- 10.6 This clause shall remain in force in perpetuity unless agreed otherwise in writing between the parties.

11 Limitation of Liability

- 11.1 This clause 11 sets out the entire financial liability of ComplyAdvantage (including any liability for the acts or omissions of its employees, subsidiaries, agents and sub-contractors) to the Client:
- 11.1.1 arising under or in connection with this Agreement;
 - 11.1.2 in respect of any use made by the Client of the Services, the Software, the Site, the ComplyAdvantage Data, the Materials or any part of them; and
 - 11.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.2 Except as expressly and specifically provided in this Agreement:
- 11.2.1 the Client assumes sole responsibility for results obtained from the use of the Services, the Software, the Site, the ComplyAdvantage Data, the Materials or any part of them, and for conclusions drawn from such use. ComplyAdvantage shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to ComplyAdvantage by the Client in connection with the Services, or any actions taken by ComplyAdvantage at the Client's direction; and
 - 11.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.
- 11.3 Nothing in this Agreement limits or excludes the liability of ComplyAdvantage:
- 11.3.1 for death or personal injury caused by ComplyAdvantage's negligence;
 - 11.3.2 for fraud or fraudulent misrepresentation; or
 - 11.3.3 any other liability that cannot be limited or excluded under Applicable Law.
- 11.4 ComplyAdvantage shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and
- 11.5 Subject to clause 11.3, ComplyAdvantage's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement in any Contract Year shall be limited to one half of the Charges (excluding any one-off implementation costs) paid by the Client during such Contract Year.
- 11.6 Without limiting the effect of clause 11.2.2, and without prejudice to its obligations under clause 2.1, ComplyAdvantage does not warrant that:
- 11.6.1 the supply of the ComplyAdvantage Data and the Services or use of the Software shall be free from interruption;
 - 11.6.2 the ComplyAdvantage Data is accurate, up to date, complete, reliable, useful, fit for purpose or timely;
 - 11.6.3 the ComplyAdvantage Data has been tested for use or suitability by the Client;
 - 11.6.4 the Services shall meet any regulatory or other legal obligations of the Client.

12 Force Majeure

- 12.1 ComplyAdvantage shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances ComplyAdvantage shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 14 days, the Client may terminate this Agreement by giving 7 days' written notice to ComplyAdvantage.

13 Term, Suspension & Termination

- 13.1 ComplyAdvantage may suspend the provision of Services to the Client if permitted by clause 3.9, without the need for further notice.
- 13.2 A party may suspend or terminate (at its reasonable discretion) this Agreement (and Services) immediately by giving written notice to the other party if:
- 13.2.1 the other party commits any material breach of this Agreement and (if capable of remedy) fails to remedy the breach within 14 days after being required by written notice so to do; or
 - 13.2.2 the other party becomes insolvent or bankrupt, enters into an arrangement with creditors, has a receiver or administrator appointed or its directors or shareholders pass a resolution to suspend trading, wind up or dissolve that party other than for the purposes of amalgamation or reconstruction or it ceases, or threatens to cease, trading.
- 13.3 Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to at law or under this Agreement and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.4 The period during which ComplyAdvantage may suspend the Services in accordance with this Agreement shall continue until the circumstances giving rise to ComplyAdvantage's right to suspend the Services ceases to subsist or until this Agreement is terminated.
- 13.5 In the event that ComplyAdvantage suspends the provision of Services as permitted by clause 13.1 or 13.2 (up to the duration permitted by clause 13.4) the Client shall continue to be obliged to pay any Charges owing or that arise during the period when the Service is suspended.
- 13.6 ComplyAdvantage reserves the right to terminate this Agreement with immediate effect if it deems the Client (directly or through a third party) has built or is building a product or services which competes with the Software or Services provided by ComplyAdvantage.

14 Effects of Termination

14.1 In addition to the provisions of clause 13, upon termination of this Agreement for whatever reason:

- 14.1.1 there shall be no refund of any element of the Charges to the Client, save for refunds pro-rata where the Client has terminated properly under clause 13.2;
- 14.1.2 all unpaid Charges shall become immediately due to ComplyAdvantage (in whole or in part on a pro rata basis where part of a periodic charge which is charged in arrears is due), save in instances where the Client has terminated properly under clause 13.2, in which case only the Charges due in relation to the period and usage prior to the effective date of termination shall become payable under this subclause;
- 14.1.3 ComplyAdvantage shall be under no obligation to retain any data (including Client Data);
- 14.1.4 the Client shall immediately cease using the Intellectual Property of ComplyAdvantage and the Materials;
- 14.1.5 all licences granted under this Agreement shall immediately terminate; and
- 14.1.6 each party shall return or destroy (or erase from its computer systems) as notified to it in writing by the other party and make no further use of the data, the Materials or any Confidential Information then in its possession, with the exception that each party shall be entitled to retain such Confidential Information then in its possession for legal purposes, subject to ongoing compliance with clause 10. Save as contemplated in clause 4.9, it is agreed that ComplyAdvantage shall erase or destroy all the Client Data or any Confidential Information following the termination of this Agreement, nor make use of such materials.

15 Transfer & Sub-contracting

- 15.1 ComplyAdvantage may at its reasonable discretion and upon reasonable prior written notice to the Client assign, transfer or deal in any other manner with all or any of its rights under this Agreement or any part thereof to a third party.
- 15.2 Save as permitted by clause 15.1 and ComplyAdvantage's ability to appoint Sub-Processors under clause 4.4, neither party may assign, sub-contract, sub-licence or otherwise transfer any rights or obligations under this Agreement or any part thereof (except in connection with the sale or transfer of all, or substantially the whole, of its assets) without the prior consent in writing of the other party, such consent not to be unreasonably withheld or delayed. Subject to requiring any such Associated Company to comply with the terms of this Agreement as regards confidentiality restrictions and the right to use and process such information and results, the Client may share any information and results obtained from using the Services with any Associated Company of the Client.

16 Bribery & Tax Evasion

- 16.1 For the purposes of this clause 16 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it (the "**Bribery Laws**").
- 16.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
 - 16.2.1 all of that party's personnel;
 - 16.2.2 all others associated with that party; and
 - 16.2.3 all of that party's subcontractors;involved in performing in accordance with the terms of this Agreement so comply.
- 16.3 Without limitation to clause 16.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 16.4 Each party undertakes:
 - 16.4.1 not to engage in Tax Evasion or the Facilitation of Tax Evasion of any kind in any territory; and
 - 16.4.2 to implement reasonable procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant party.
- 16.5 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 16.

17 Anti-slavery

- 17.1 The Client undertakes, warrants and represents that:
 - 17.1.1 neither the Client nor any of its officers, employees, agents or subcontractors has:
 - a) committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
 - b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 17.1.2 it shall notify ComplyAdvantage immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Client's obligations under clause 17.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.
- 17.2 Any breach of clause 17 by the Client shall be deemed a material breach of this Agreement and shall entitle ComplyAdvantage to terminate this Agreement with immediate effect.

18 Communication & Notices

- 18.1 Notices to terminate or proceedings relating to a dispute shall be delivered personally or given by post addressed to the other party at its registered office, principal place of business as may at the relevant time have been notified, or UK address nominated by the Client for service of proceedings if based outside of the United Kingdom. Other notices required to be given by either party to the other under the terms of this Agreement may be given in writing by post or by email. Where such notice is given by email to:
 - 18.1.1 ComplyAdvantage it shall be sent to legal@complyadvantage.com; and
 - 18.1.2 the Client it shall be sent to the Primary Contact Email nominated on the Order Form.

18.2 Any such notice shall be deemed to have been received:

- 18.2.1 if delivered personally, at the time of delivery;
- 18.2.2 if sent by email, 1 Business Day after sending;
- 18.2.3 if sent by post within the United Kingdom, 2 Business Days after posting; and
- 18.2.4 if sent by airmail 5 Business Days after posting,

provided that if deemed receipt occurs before 9am or after 5pm on a Business Day then the notice shall be deemed to have been given on the next Business Day.

19 Governing Law and Jurisdiction

- 19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), save that ComplyAdvantage may elect to bring proceedings against the Client in the courts of any jurisdiction where Client or any of its assets may be found or located.

20 General

- 20.1 Except where otherwise expressly stated herein, this Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding whatsoever whether oral or written relating to the subject matter of this Agreement.
- 20.2 Unless otherwise stated, in case of conflict between the main body of this Agreement and other documents forming part of it, the order of precedence is:
- 20.2.1 the Order Form
 - 20.2.2 clauses 1-20 of this Agreement
 - 20.2.3 any other appendices attached to this Agreement.
- 20.3 Except as expressly provided otherwise, no variation of the provisions of this Agreement shall be valid unless confirmed in writing by the authorised signatories of both parties on or after the date of the last required signature on this Agreement.
- 20.4 Each party warrants to the other that they have the power and authority to enter into this Agreement and perform its obligations under this Agreement.
- 20.5 This Agreement shall not be deemed to create any partnership or employment relationship between the parties.
- 20.6 A person who is not party to this Agreement shall have no rights (under the Contracts (Rights of Third Parties) Act 1999) or otherwise to enforce any term hereunder and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person, including any Associated Company of ComplyAdvantage.
- 20.7 No act, failure or delay to act, or acquiescence by ComplyAdvantage or the Client in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right or in any way prejudice any right of ComplyAdvantage or the Client under this Agreement, and no waiver by ComplyAdvantage of any breach of this Agreement by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver or relaxation whether partly or wholly of any of the terms or conditions of this Agreement shall be valid only if in writing and signed by or on behalf of ComplyAdvantage and shall apply only to a particular occasion and shall not be continuing and further shall not constitute a waiver or relaxation of any other terms or conditions of this Agreement.
- 20.8 The rights and remedies provided in this Agreement for ComplyAdvantage only are cumulative and not exclusive of any rights and remedies provided by law.
- 20.9 If any provision of this Agreement is held by any court or other competent authority to be unlawful, invalid or unenforceable in whole or in part, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

Appendix I: Service Level Agreement

The following section provides information on service availability, monitoring of in-scope Services and related components. Unless otherwise indicated on the Order Form, the Client's selection is 'Professional' as indicated in the table below.

		Professional	Plus
Availability target		99.50%	99.90%
Underwriting of availability target	Service credits	No	Yes
	Termination rights	No	Yes
Maintenance window target		15 minutes per month	15 minutes per month
Replication	Live replica	None (single AZ)	One (2 AZs)
	Read replica	No	Yes
Hosting region location		EU (Ireland) / US / CA / UK / SGP / AUS	EU (Ireland) / US / CA / UK / SGP / AUS
Cloud provider		AWS	AWS
SSO support		None	AD, Okta, Google
Maximum data retention		18 months via UI	18 months via UI
CSOM API call maximum		300 requests per minute	600 requests per minute
CSOM file upload size limit		UI: 5,000 lines SFTP: 60,000 lines	UI: 5,000 lines SFTP: 60,000 lines
TMS API call maximum		600 transactions per minute	600 transactions per minute
TMS transaction batch upload limits		100M transactions per year	200M transactions per year
TMS maximum number of rules		50 per source format	100 per source format
Support access		Email & webform	Email & webform
Support hour commitments		During Working Hours	24x7x365 for P1s 24x5 for P2s, P3s and P4s
Target response times	P1	1 Working Hour	1 hour
	P2	3 Working Hours	1 Working Hour
	P3	5 Working Hours	3 Working Hours
	P4	8 Working Hours	5 Working Hours
Target resolution times	P1	8 Working Hours	4 hours
	P2	24 Working Hours	16 Working Hours
Access to quarterly product roadmap update		No	Yes
Early adopter and beta product access		No	Yes
Optimisation & success reviews		No	Quarterly
Support governance decks		No	Monthly
Reporting and analytics		Prebuilt	Prebuilt & custom

SCHEDULED MAINTENANCE	
Length of planned maintenance	Notice
5 minutes	24 hours
10 minutes	5 Business Days
30 minutes	10 Business Days
Over 30 minutes	20 Business Days

Where ComplyAdvantage has provided the appropriate advanced notice, maintenance periods will not be considered downtime with respect to the availability target.

Support email addresses:

Outage@ComplyAdvantage.com – incidents and issues raised by this address will be P1 tickets until reviewed by a member of the support team.

Support@ComplyAdvantage.com – incidents and issues raised by this address will be P3 tickets until reviewed by a member of the support team.

Definitions:

"Business Days" refers to the definition in the Terms of Service;

"P1" means an incident or issue which renders the Services are completely unavailable with no possible workaround and the impact on your core business operations is critical;

"P2" means an incident or issue which significantly negatively impairs the performance of the Services or where their functionality is significantly reduced, there is no practical workaround available and the impact on your core business operations is severe;

"P3" means an incident or issue which causes the Services to perform or function other than as expected, there is a workaround available and the impact on your core business operations is moderate;

"P4" means an incident or issue which causes the Services to perform or function other than as expected, there is a workaround available and the impact on your core business operations is low; and

"Working Hours" refers to the definition in the Terms of Service.

Appendix II: Data Protection**Technical and Organisational Measures****Ongoing confidentiality, integrity, availability and resilience of processing systems**

System architecture	We maintain a highly available system configuration on Amazon Web Services, ensuring low levels of downtime and minimising the risk of data loss.
Encryption	Data is encrypted in transit using HTTPS for web & API requests, and AES-256 at rest.
Update testing	New deployments to production systems are subject to code review, manual and automated testing, and a product team review before being rolled out.
Vulnerability testing	We conduct regular vulnerability scans of our production systems and system architecture.
System security	A web application firewall and intrusion detection system are in place. Deployment on AWS means we consistently have access to best-in-class security systems.
Access control	We maintain records of security privileges of ComplyAdvantage individuals with access to client data and adopt a policy of least privilege. Security privileges are reviewed periodically and as part of starter/mover/leaver checks.
User authentication	Client access is via email address and password, and we can restrict access to specified IP ranges upon request to add an additional layer of authentication.

Restoring availability and access to personal data in a timely manner in the event of a physical or technical incident

Disaster recovery	Client data is backed up daily and distributed across redundant hosting providers, providing additional resilience and a recent recovery point in the unlikely event of system failure.
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Regular testing, assessing and evaluating of these measures' effectiveness

Information security management	Responsibility for information security is shared between the technical and operational teams, the leadership of which regularly reviews and improves existing practice, with internal audits, penetration testing, and ISO 27001 certification (BSI certificate IS 692029 effective 18 September 2018 and expiring 17 September 2024).
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Information on processing activities

Data Protection Officer's details	dpo@complyadvantage.com
Subject matter	Personal data is processed for the purpose of providing anti-money laundering and sanctions compliance services
Duration of Processing Activities	For the duration of ComplyAdvantage's provision of the Services, Client Data will be retained in line with clause 4.9 of the Terms of Service unless the Client requests in writing for the data to be destroyed sooner.
Nature and Purpose of the Processing Activities	<p>Nature of data processing: providing and using anti-money laundering and sanctions compliance/case management tool.</p> <p>Processing activities: access; collection; recording; retrieval; use; modification; hosting; storage; making available; monitoring (service delivery); deletion; destruction.</p>
Types of Personal Data	<p>The types of personal data to be processed by ComplyAdvantage under this Agreement as Processor are:</p> <ul style="list-style-type: none">• Name, date of birth, customer reference number, case management and disposition actions taken, client KYC, risk level and compliance, information tags used by the Client, TMS data; <p>ComplyAdvantage may also process as part of the Services information relating to data subjects:</p> <ol style="list-style-type: none">1. criminal convictions and offences where a profile returned for a search contains adverse media or published government warning lists relating to such convictions or offences. We use the exemptions under Schedule 1, paragraphs 10-12 of the Data Protection Act 2018 as the legal basis for processing this category of personal data; and2. political opinions as revealed by the position held by a politically exposed person (PEP), where such opinions are made manifestly public by the nature of the position held (Art. 9(2)(e)) <p>Additional types of personal data to be processed for Clients using Transaction Monitoring and/ or Transaction Screening Services:</p> <ul style="list-style-type: none">• Payment message information including bank account numbers, transaction value and currency, expected customer behaviour profile/ grouping, transaction dates and times, system alerts related to data subject, address and country of residence, nationality.
Categories of Data Subject	Those persons required to undergo customer due diligence as part of the Controller's sanctions and anti-money laundering procedures.
Data Transfer Method	HTTPS/TLS-encrypted API and web interface SFTP
Sub-Processors	Sub-Processor list is available at this address: https://complyadvantage.com/sub-processors-list/

Appendix III: Service Description**Customer Screening and Ongoing Monitoring**

ComplyAdvantage will provide customer screening services whereby the Client's selected customer data may be screened against the ComplyAdvantage risk database to provide the Client insights which may lead the Client to ascertain that its customer poses potential risks pertaining to sanctions, money laundering or other financial crimes.

Transaction Monitoring and Transaction Screening

ComplyAdvantage will provide to the Client services whereby ComplyAdvantage will aggregate and analyse the Client's transaction data to highlight patterns that suggest the potential occurrence of money laundering or other financial crimes.

Support Services and Implementation

ComplyAdvantage shall provide technical assistance and guidance on the configuration, development and implementation of the functionality available.