



## **IVXS UK Ltd ("ComplyAdvantage") Terms of Services**

This agreement governs your Use of the Services and Materials. By Using the Services and Materials, you confirm that you accept this agreement and that you agree to abide and be bound by it. You may not use services and materials unless you agree to be bound by this agreement.

### **1 Interpretation**

**1.1** In this agreement:

**"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.

**"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, that 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;

**"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 specified as such on the Order Form;

**"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;

**"Order Form"** means the appendix or appendices to this document that define the specific services to be provided by ComplyAdvantage, the agreed Authorised User numbers, permitted search volumes, available datasets, pricing, and contract length;

**"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 under this agreement in its capacity as Processor;

“**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;

“**Service Data**” means the data described in clause 6;

“**Services**” means the services to be provided by ComplyAdvantage under this agreement as set out in 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;

“**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;

“**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 16, 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:

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.

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** Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term.

**1.5** 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** The Services supplied under this agreement shall be supplied from the Effective Date for the period set out in the Order Form (“**Initial Period**”), and unless terminated by either party by no less than 30 days’ notice at the end of the Initial Period or a Renewal Term, renewing thereafter for successive terms of 12 months each (each a “**Renewal Term**”) unless this agreement is terminated earlier in accordance with Clause 12.

**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 does not fundamentally alter the nature of the Services.

## 3 Data Protection

### 3.1 Processor and Controller

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.

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.

The Client warrants and represents that all personal data provided to ComplyAdvantage for processing 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 3 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.

### 3.2 Instructions and details of processing

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 3, 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 the ComplyAdvantage's opinion, infringes any Data Protection Legislation, 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.

The categories of data subjects involved in the processing are:

- a) Authorised Users; and
- b) those persons required to undergo customer due diligence as part of the Client's sanctions and anti-money laundering procedures.

The types of personal data to be processed under this agreement are:

- a) the Service Data;
- b) Authorised Users' account details and activity deriving from their use of the Services, including name, IP address, email address, name, and login time; and
- c) the types of personal data set out on the Order Form.

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 3.2, or the Order Form.

### 3.3 Technical and organisational measures

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.

### 3.4 Other processors

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).

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 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.

### 3.5 Assistance with Client's compliance and data subject rights

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

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 will 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.

### 3.6 International data transfers

The Client agrees that ComplyAdvantage may transfer personal data to any country within the EEA (including, if no longer within the EEA following its exit from the European Union and subject to Appropriate Safeguards, the United Kingdom), 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 3.2.

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.

### 3.7 Records, information and audit

ComplyAdvantage shall maintain, in accordance with Data Protection Legislation binding on ComplyAdvantage, written records of all categories of processing activities carried out on behalf of the Client.

ComplyAdvantage shall, in accordance with Data Protection Legislation, make available to the Client such information as is reasonably necessary to demonstrate the 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 the 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.

### 3.8 Breach notification

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.

### 3.9 Deletion or return of Client Data and copies

ComplyAdvantage shall, at the Client's written request, either delete or return all 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 end of the provision of the relevant Services related to processing; or
- b) once processing by ComplyAdvantage of any personal data is no longer required for the purpose of the ComplyAdvantage's performance of its relevant obligations under this agreement, and

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

### 3.10 Survival of data protection provisions

Clause 3 shall survive termination (for any reason) or expiry of this agreement and continue:

- a) indefinitely in the case of clause 3.9; and
- b) for a period of 3 months following the earlier of the termination or expiry of this agreement in the case clauses 3.1 to 3.8 (inclusive),

provided always that any termination or expiry of clauses 3.1 to 3.8 (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.

## 4 ComplyAdvantage Data

**4.1** 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. 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 4.1

**4.2** 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.

**4.3** 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.

**4.4** The Client's obligations regarding the retention and protection of the ComplyAdvantage Data and Materials survive termination of this agreement for any reason.

**4.5** Client understands and acknowledges that:

ComplyAdvantage gives no opinion and makes no recommendation in relation to persons appearing in the ComplyAdvantage Data; and

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.

## 5 Data Sharing

**5.1** Depending on the configuration of the Services or, as may be agreed between the parties from time to time, Client will share either via the Services or such other means as the parties may agree, the following data for the corresponding uses:

**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 may 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.

**Analytics** – Subject to the terms of the agreement, ComplyAdvantage may analyse and process Client Data in order to distil behaviours, trends and patterns ("Analytics"), 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 anonymised and aggregated statistical reports and research.

**System usage** – ComplyAdvantage will 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 7.5.

## 6 Client's Obligations

**6.1** The Client shall not:

use the Services in any way so as to bring the Services or ComplyAdvantage into disrepute;

use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous or menacing;

use the Services in a manner which infringes the Intellectual Property, proprietary or personal rights of any third party, including data subjects;

misuse the Site by introducing viruses, trojans, worms, logic bombs or other material which is technologically harmful;

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;

attack the Site or Services via a denial-of-service attack or a distributed or malicious denial-of service attack; or

access the Software, Services or the Site in order to build a product or services which competes with the Software or Services; or

attempt to extract ComplyAdvantage Data in bulk; or

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.

**6.2** A breach of clause 6 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 11.2.

**6.3** The Client will 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.

**6.4** The Client shall not:

make any part of the ComplyAdvantage Data or of the Services available to anyone whose principal place of work is not one of the Client organisation's sites, except as permitted under this agreement or authorised by ComplyAdvantage in writing; or

alter any part of the Services.

**6.5** The Client will 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.

## 7 Ownership & Use of the Intellectual Property

**7.1** The Client acknowledges and ComplyAdvantage warrants that:

ComplyAdvantage is as between the Client and ComplyAdvantage the proprietor of the Intellectual Property in the Site, the Services and Materials; and

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.

**7.2** 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 for 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.

**7.3** 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.

**7.4** 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.

**7.5** 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.

**7.6** 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 8.5 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 8.6.

## 8 Confidentiality

**8.1** 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:

is or becomes publicly known other than through any act or omission of the receiving party; or

was in the other party's lawful possession before the disclosure; or

is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

is independently developed by the receiving party, which independent development can be shown by written evidence; or

is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

**8.2** 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.

**8.3** 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.

**8.4** The Client acknowledges that the Software, the ComplyAdvantage Data and the Materials constitute ComplyAdvantage's Confidential Information.

**8.5** This clause shall remain in force in perpetuity unless agreed otherwise in writing between the parties.

**9 Limitation of Liability**

**9.1** This Clause 9 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:

- arising under or in connection with this agreement;
- in respect of any use made by the Client of the Services, the Software, the Site, the Materials or any part of them; and
- 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.

**9.2** Except as expressly and specifically provided in this agreement:

the Client assumes sole responsibility for results obtained from the use of the Services, the Software, the Site, 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

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.

**9.3** Nothing in this agreement limits or excludes the liability of ComplyAdvantage:

- for death or personal injury caused by ComplyAdvantage's negligence;
- for fraud or fraudulent misrepresentation; or
- any other liability that cannot be limited or excluded under applicable law.

**9.4** Subject to Clause 9.3:

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

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 shall be limited to the Charges (excluding any one-off implementation costs) paid during the 12 months preceding the date on which the claim arose.

**9.5** Without limiting the effect of Clause 9.2, and without prejudice to its obligations under Clause 2.1, ComplyAdvantage does not warrant that:

- the supply of the ComplyAdvantage Data and the Services or use of the Software will be free from interruption;
- the ComplyAdvantage Data is accurate, up to date, complete, reliable, useful, fit for purpose or timely;
- the ComplyAdvantage Data has been tested for use or suitability by the Client;
- the Services will meet any statutory obligations of the Client.

**10 Force Majeure**

**10.1** 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.

**11 Term, Suspension & Termination**

**11.1** ComplyAdvantage may immediately and without notice to the Client suspend the provision of Services to the Client if:

the Client's account remains inactive for a period of 13 months or more.

**11.2** Either party may suspend or terminate (at its reasonable discretion) this agreement (and Services) immediately by giving written notice to the other party if:

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

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.

**11.3** 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.

**11.4** The period during which ComplyAdvantage may suspend the Services in accordance with this agreement will continue until the circumstances giving rise to ComplyAdvantage's right to suspend the Services ceases to subsist or until this agreement is terminated.

**11.5** In the event that ComplyAdvantage suspends the provision of Services as permitted by clause 11.1 or 11.2 (up to the duration permitted by clause 11.4) the Client will continue to be obliged to pay any Charges owing or that arise during the period when the Service is suspended.

**11.6** ComplyAdvantage reserves the right to terminate this contract with immediate effect if it deems the Client has built or is building a product or services which competes with the Software or Services provided by ComplyAdvantage.

## 12 Effects of Termination

**12.1** In addition to the provisions of Clause 11, upon termination of this agreement for whatever reason:

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 11.2;

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 11.2, 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;

ComplyAdvantage will be under no obligation to retain any data (including Client Data);

the Client shall immediately cease using the Intellectual Property of ComplyAdvantage and the Materials;

all licences granted under this agreement shall immediately terminate; and

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 8 Save as contemplated in clause 3.9 it is agreed that ComplyAdvantage will erase or destroy all the Client Data or any Confidential Information following the termination of this agreement, nor make use of such materials.

## 13 Transfer & Sub-contracting

**13.1** 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.

**13.2** Save as permitted by clause 13.1 and ComplyAdvantage's ability to appoint Sub-Processors under clause 3.4, 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.

## 14 Bribery & Corruption

**14.1** For the purposes of this clause 14 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**").

**14.2** Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:

all of that party's personnel;

all others associated with that party; and

all of that party's subcontractors;

involved in performing in accordance with the terms of this agreement so comply.

**14.3** Without limitation to clause 14.2, 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.

**14.4** 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 14.

## 15 Anti-slavery

**15.1** The Client undertakes, warrants and represents that:

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;

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 15.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

**15.2** Any breach of clause 15 by the Client shall be deemed a material breach of the Contract and shall entitle ComplyAdvantage to terminate the Contract with immediate effect.

## 16 Communication & Notices

**16.1** 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 ComplyAdvantage it shall be sent to [legal@complyadvantage.com](mailto:legal@complyadvantage.com).

**16.2** Any such notice shall be deemed to have been received:

if delivered personally, at the time of delivery;

if sent by email, 1 Business Day after sending;

if sent by post within the United Kingdom, 2 Business Days after posting; and

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.

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.

**17.7** 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.

**17.8** The rights and remedies provided in the agreement for ComplyAdvantage only are cumulative and not exclusive of any rights and remedies provided by law.

**17.9** 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.

**18 Governing Law and Jurisdiction**

**18.1** 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.

**18.2** 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.

**17.17 General**

**17.1** 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.

**17.2** 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:

Clauses 1-17 of this agreement

Any other appendices attached to this agreement.

**17.3** Except as expressly provided otherwise, no variation of the provisions of this agreement will 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.

**17.4** 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.

**17.5** This agreement shall not be deemed to create any partnership or employment relationship between the parties.

**17.6** 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

## **Appendix I: Service Level Agreement**

The following sections provide relevant details on service availability, monitoring of in-scope Services and related components.

### **1 Service Availability**

Coverage parameters specific to the service(s) covered in this agreement are as follows:

#### **1.1 Web based Services**

ComplyAdvantage's web based Services will be available during Working Hours for a minimum of 99.5% within each calendar month. Scheduled Maintenance will be excluded from downtime. "Available" means that the Site is operating and all basic functions are accessible.

#### **1.2 API based Services**

ComplyAdvantage's API based Services will be available during Working Hours for a minimum of 99.5% within each calendar month. Scheduled Maintenance will be excluded from downtime. "Available" means that a request can be submitted and a response received that complies with the API documented format.

#### **1.3 Telephone & Email Support**

Telephone support is provided during Working Hours. Email support is provided during Working Hours. Emails received outside of Working Hours will be collected, however no action can be guaranteed until commencement of Working Hours on the next Business Day.

Contact details for support are as follows:

Email	support@complyadvantage.com
Phone	+44 (0) 20 7834 0252

**1.4** Support requests will be dealt with on a priority basis as determined by ComplyAdvantage. Priority is determined through a combination of impact and urgency, as described below. Support requests do not include new feature requests.

#### **1.5 Priority Definitions:**

Each support request shall be assigned a priority on receipt by ComplyAdvantage:

- Priority 1:
  - The issue or failure is causing immediate critical and significant impact on major business functions for the Client. There is no possible workaround.
- Priority 2:
  - The issue or failure is causing critical and significant impact on major business functions, but there is a workaround available; or
  - The issue or failure will imminently cause critical and significant impact on major business functions for the Client. There is no possible workaround; or
  - The issue or failure is causing critical and significant impact on non-core business functions, and there is no possible workaround.
- Priority 3:
  - The issue or failure is causing an impact on non-core business activities for the Client, and a workaround is available.
- Priority 4:
  - The issue or failure has limited impact or the impact is minimal and a workaround will be provided within the next calendar month.

**1.6 Target Response and Resolution Targets**

ComplyAdvantage aims to respond and to satisfactorily resolve 90% of issues submitted to it within the targeted time, as specified below.

Priority	Target Response Time – confirmation by email that issue received and assigned priority	Target resolution time
1	1 Working Hour	8 Working Hours
2	1 Working Hour	24 Working Hours
3	3 Working Hours	10 Business Days
4	5 Working Hours	20 Business Days

Target response and resolution times referenced above will be measured from whichever is the latter of:

- When ComplyAdvantage receives a support request and such information as the Client has in order for ComplyAdvantage to give the issue a priority
- If there is ambiguity of whether the fault lies with ComplyAdvantage’s or the Client’s systems, from when ComplyAdvantage’s engineers have confirmed that the fault is with ComplyAdvantage.

**1.7 Exceptions**

When a support request requires information or support from an external vendor or more information from the Client, ComplyAdvantage may take longer than the above periods to resolve such issues. Such additional time will not be counted as part of the targets resolution times.

**2 Scheduled Maintenance**

ComplyAdvantage will endeavour to provide the following minimum levels of notice in respect of Scheduled Maintenance:

Maximum Outage Period	Minimum Notice
5 minutes	24 hours
10 minutes	5 Business Days
30 Minutes	10 Business Days
More than 30 minutes	20 Business Days

## **Appendix II: Data Protection**

### **Technical and Organisational Measures**

#### **Ongoing confidentiality, integrity, availability and resilience of processing systems**

<b>System architecture</b>	We maintain a highly-available system configuration on Amazon Web Services, ensuring low levels of downtime and minimising the risk of data loss.
<b>Encryption</b>	Data is encrypted in transit using HTTPS for web & API requests, and AES-256 at rest.
<b>Update testing</b>	New deployments to production systems are subject to code review, manual and automated testing, and a product team review before being rolled out.
<b>Vulnerability testing</b>	We conduct regular vulnerability scans of our production systems and system architecture.
<b>System security</b>	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.
<b>Access control</b>	We maintain records of security privileges of 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.
<b>User authentication</b>	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**

<b>Disaster recovery</b>	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**

<b>Information security management</b>	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.
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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	From the date of the Agreement to the termination thereof (or its replacement), plus up to 30 days to coordinate the treatment of such data (i.e. its deletion or return), plus an additional 30 days for data stored in our encrypted backup files to expire and auto-delete.
Nature and Purpose of the Processing Activities	Nature of data processing: providing and using anti-money laundering and sanctions compliance/case management tool. Processing activities: access; collection; recording; retrieval; use; modification; hosting; storage; making available; monitoring (service delivery); deletion; destruction.
Types of Personal Data	ComplyAdvantage may make available as part of the Services information relating to data subjects': <ol style="list-style-type: none"> <li>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, and have an appropriate policy document in place relating to this processing; and</li> <li>2. 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))</li> </ol>
Categories of Data Subject	a) Authorised Users; and b) 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
Location of Processing	Australia – Amazon Web Services Ireland – Amazon Web Services' EU (Dublin) Region The United Kingdom – cold storage used for distributed backups held with Google Cloud Platform (London) and Microsoft Azure (London and Cardiff) Belgium, Germany, and the Netherlands – cold storage used for distributed backups held with Google Cloud Platform
Name of any Sub-Processor and Location of Sub-Processing (where applicable)	Australia – Amazon Web Services – we have in place their standard data processing addendum, which restricts their processing data we provide to them to the region(s) we specify. Amazon Web Services EMEA SARL – we have in place their standard data processing addendum, which restricts their processing data we provide to them to the region(s) we specify. In this case, we restrict processing to their EU (Dublin) region. Google Ireland Limited – processing restricted to its Europe-west1 (Belgium), Europe-west2 (London), Europe-west3 (Frankfurt) and Europe-west4 (Netherlands) regions. Microsoft Operations Ireland Limited – processing restricted to the UK West (Cardiff) and UK South (London) regions IVXS Technology Romania SRL – our Romanian subsidiary, which we use as a subprocessor involved in software development and data-related support.

