

1. END USER SERVICE AGREEMENT (EUSA)

1 INTRODUCTION

1.1 This End User Service Agreement (the "**Agreement**" and/or "**EUSA**") is provided to you further to the Reseller Partnership Agreement dated 5 May, 2025 between **SUMSUB TECH LTD**, a company incorporated and registered in Cyprus with company number HE 424752 and registered office at Agiou Andreou 153, 3036, Limassol, Cyprus and **FrankieOne Pty Ltd**, a company incorporated and registered in Australia with ABN 61 623 506 892 and registered office at 121 King Street, Melbourne, VIC, Australia 3000 (the "**Partnership Agreement**").

1.2 This Agreement is entered into by you through acceptance of the Statement of Work (the "**SOW**") to the Master Services Agreement (the "**MSA**") between you (being the End User as defined below) and **FrankieOne Pty Ltd** (ABN 61 623 506 892) or other FrankieOne's legal entity as indicated in the SOW from time to time ("**FrankieOne**"). By using the Services (as defined below), you confirm that you accept this Agreement and that you agree to abide and be bound by it. You may not use the said Services unless you agree to be bound by this Agreement.

1.3 Condition Precedent: Third-Party Contract

- This Agreement between you being the End User and the Service Provider is expressly contingent upon the existence and continued validity of both (i) the MSA and/or the SOW between the End User and FrankieOne, and (ii) the Partnership Agreement between the Service Provider and FrankieOne (together the "**Third-Party Agreements**"). This Agreement shall not be considered binding upon the Service Provider unless Third-Party Agreements are in full force and effect. Should any provision of MSA and/or SOW be in conflict with this EUSA, the EUSA shall prevail.
- In the event that any Third-Party Agreement is terminated, invalidated, or rendered unenforceable, by operation of law or otherwise, for any reason prior to or during the term of this Agreement, this Agreement shall be terminated in full with immediate effect with no further notice to the End User, and no use of the Services shall be available, without any liability to the Service Provider.
- By entering into this Agreement, the End User agrees that, should FrankieOne reasonably suspect a breach of EUSA by the End User, it may, at its discretion or upon Service Provider's request, disclose such a breach to the Service Provider, and the Service Provider shall be entitled to terminate this Agreement with immediate effect, at its sole discretion.

2 DEFINITIONS

2.1 **Applicant** means the end user of the End User Platform (whether natural person or legal entity) providing documents, images, and other input data in respect of which the Service Provider performs Checks and other Services.

2.2 **Authorized User** means any member of the End User's personnel or another individual authorized by the End User to access the Services on behalf of the End User.

2.3 **Check** means a subcategory of the Services with the following characteristics: (i) a Check is deemed completed when the Applicant in respect of which it has been conducted is assigned a "Rejected", "Approved", or "Resubmission requested" status; and (ii) if any Check is reiterated in respect of the same Applicant later than one calendar month from the moment when the first such Check was completed or, irrespectively of the timing, by the End User or at the End User's request, such reiteration shall be considered a new Check and, therefore, billed separately..

- 2.4 **Confidential Information** means any proprietary data, documentation, technology or other information in any form (oral, written, or other media) disclosed by (or on behalf of) the Service Provider to the End User in connection with or in anticipation of this Agreement whether marked as confidential or not; or, from its nature, content, or the circumstances in which it is disclosed, could reasonably be deemed confidential. It does not include information (i) that the End User had already possessed on a lawful basis prior to the disclosure, (ii) that becomes public through no fault of the End User, (iii) that was independently developed by the End User with no reference to or use of the Service Provider's Confidential Information, and where the End User has written evidence for such independent development, (iv) that was lawfully transferred to the End User by a third party bearing no confidentiality obligation towards the Service Provider; or (v) that is approved for disclosure by the Service Provider in writing.
- 2.5 **Data Protection Laws** mean all applicable privacy and data protection laws, including, but not limited to the US Data Protection Legislation, the EU General Data Protection Regulation ((EU) 2016/679) ('EU GDPR') and the UK General Data Protection Regulation ('UK GDPR') and the Data Protection Act 2018; any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- 2.6 **Effective Date** means one of the following dates (whichever is earlier):
- when the End User becomes bound by this Agreement via both acceptance of the SOW, and passing of the Service Provider's onboarding procedure under section 4 (Access to the Services) hereof; or
 - starts using or otherwise accesses the Services of the Service Provider, subject to passing of the Service Provider's onboarding procedure under section 4 (Access to the Services) hereof.
- 2.7 **End User** means the respective client / legal entity stipulated in the SOW with FrankieOne that is granted access to and permitted to use the Services under this Agreement for the Permitted Purpose and in accordance with the terms and conditions set forth herein.
- 2.8 **End User Platform** means any IT system (including computer programs, databases, data processing facilities, etc.) owned or operated by the End User, if any, which through integration with the FrankieOne Platform may give the End User an access to receive the Service Provider's Services based on this Agreement, and may make the End User eligible to receive data based on this Agreement.
- 2.9 **Intellectual Property Rights** mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 2.10 **Onboarding Form** means a separate document supplementing this Agreement, provided by FrankieOne to the Service Provider and setting out End User's company data, and other details specific to the End User as may be requested by the Service Provider. Before the End User is granted access to the Services, the Service Provider shall, on each occasion, assess the respective Onboarding Form and either to accept it or to provide a reasonable rejection to provide the End User an access to the Services. In case of any conflict or discrepancy between this Agreement and an Onboarding Form, the latter shall prevail.

- 2.11 **Parties** mean Service Provider and the End User jointly (a **Party** when either of them is referenced separately).
- 2.12 **Permitted Purpose** means the permitted purpose for which the End User may use the Services, constituting lawful purposes of remote identity verification, fraud prevention, compliance with AML/CFT laws and regulations, and due diligence procedures, and other essentially similar purposes (the “**Services**”). The End User is not allowed to resell, sublicense, redistribute, or otherwise make the Services (or any materials or results derived therefrom) available to any third party without the Service Provider’s prior written consent.
- 2.13 **Release** means (i) architectural changes in the Service Provider’s system and/or Services; (ii) improvements and bug corrections of the Service Provider’s system and/or Services; or (iii) maintenance releases not impacting the visible performance of the Services.
- 2.14 **Report** means a document generated within the Services provision and containing summaries of the Checks (and, in certain instances, other Services) performed in respect of an Applicant and their results.
- 2.15 **Restricted Country** means any comprehensively restricted, sanctioned, or embargoed country or territory, including without limitation North Korea, Iran, Russia, and Belarus.
- 2.16 **Restricted Party** means an individual or entity identified on, or owned or controlled by, or controlling, or under common control with, or acting on behalf of any individuals or entities identified on any government’s restricted party lists, local or international sanctions lists, or PEP lists.
- 2.17 **SDK** means the software code supplied by the Service Provider to be embedded into the End User Platform and any technical documentation relating to the corresponding integration.
- 2.18 **Security Feature** means any key, login, PIN, password, etc. as may be provided by the Service Provider or created by the end User for the purposes of accessing the Services.
- 2.19 **System** means a set of computer programs and databases that are operated by the Service Provider in order to render the Services, including SDK.
- 2.20 **FrankieOne Platform** means any IT system (including computer programs, databases, data processing facilities, etc.) owned or operated by FrankieOne through integration with which the End User may be given an access to the Service Provider’ Services, and may become eligible to receive data based on this Agreement.

3 TERM

- 3.1 This Agreement shall become binding between the Parties on the Effective Date and remain in full force and effect for as long as all the Third-Party Agreements continue, unless earlier terminated as set forth in the Agreement (the “**Term**”). For the sake of clarity, the Term shall in no event exceed the term of either of the Third-Party Agreements.

4 ACCESS TO THE SERVICES

- 4.1 The Service Provider shall grant the End User an access to the Services upon the Effective Date only subject to this cl. 4.1. and that immediately upon the Effective Date the End User fully complies with and successfully passes the Service Provider’s due diligence requirements as specified in this clause 4.1 and as may additionally be supplemented under the Onboarding Form. The End User shall be obliged to submit, via Onboarding Form to be provided by FrankieOne, to the Service Provider certain information about itself as specified by the Services Provider and as provided by FrankieOne via an Onboarding Form, by email or otherwise for due diligence purposes (including, but not limited to, personal details of Authorized Users; company details, ownership and control structure, personal details of ultimate beneficial owners and senior officers, supporting corporate documents; nature of business and any required licenses, registrations, certifications, approvals (if applicable); website address; and other data as may be requested by the Service Provider). The Service Provider may, in its sole discretion, disregard any updates made by the End User to the previously submitted information. The Service Provider shall be entitled, at its sole discretion, to suspend or limit the End User’s access to the the Services and/or terminate the Agreement as between itself and the End User where (i) the End User fails to timely provide the requested information (in full or in part); (ii) the information provided by the End User is false, incomplete, inconsistent, or incorrect; (iii) the Service Provider may not or is recommended not to continue a business relationship with the End User as per the Service Provider’s due diligence policies and procedures; or (iv) in any other case as may be defined by this Agreement. The Service Provider shall not be obliged to disclose the scope or results of its due diligence procedures. Where the Service Provider has informed the End User, via FrankieOne or otherwise, that its due diligence procedures have rendered a final negative result and has withdrawn the End User’s access to the Services, this Agreement shall be considered terminated with immediate effect; should the access to the same Services be subsequently restored, the Agreement shall be considered to have continued in force, starting from the moment of such restoration, on the same terms as were in effect between the Parties immediately prior to the termination.

5 THIRD-PARTY AGREEMENT DEPENDANCE

- 5.1 The provision of Services under this Agreement is contingent upon the End User’s full and timely fulfilment of its payment obligations to FrankieOne under the MSA and/or SOW. By entering into this Agreement, the End User agrees that, should FrankieOne reasonably suspect a breach by the End User of its payment obligations, it may, at its discretion or upon Service Provider’s request, disclose such a breach to the Service Provider, and the Service Provider shall be entitled to terminate this Agreement with immediate effect, at its sole discretion.
- 5.2 The Service Provider shall not be responsible for providing any technical support or service levels in relation to the Services rendered under this Agreement. Any technical support or service levels required by the End User shall be provided by FrankieOne, and the End User acknowledges that any such technical support or service levels provided by a FrankieOne are subject to the terms and conditions of the MSA and SOW, and the Service Provider shall not be held liable for any issues, damages, or claims arising from the foregoing.

6 LICENSE GRANT AND INTELLECTUAL PROPERTY RESERVATION

- 6.1 The End User acknowledges and agrees that all Intellectual Property Rights in the System and the Services belong to the Service Provider or its licensors (as the case may be) and the End User shall have no rights to or interest in the System and/or Services other than those expressly granted under this Agreement. The End User undertakes, during the Term and at any time thereafter, not to challenge the Intellectual Property Rights of the Service Provider or its licensors, nor to assist any third party directly or indirectly to do so.
- 6.2 Subject to the cl. 6.1., the Service Provider grants the End User a worldwide, limited, non-exclusive, non-transferable, non-sublicensable, revocable right for the duration of the Term to access and use the Services solely for the Permitted Purpose, and in accordance with this Agreement, and conditional on the End User's compliance therewith. The End User must not without the Service Provider's prior written consent (i) resell, sublicense, redistribute, or otherwise make the Services (or any materials or results derived therefrom) available to any third party; or (ii) permit any third party to do so.
- 6.3 The End User shall not: (a) reverse engineer, decompile, disassemble, or attempt to derive the source code of the System and/or Services; (b) modify, adapt, translate, process, reverse engineer, rearrange or otherwise rework or make derivative works of any elements of the System and/or the Services, or reproduce the results achieved from any of these acts; (c) combine or integrate any part or element of the System and/or Services with any software, technology, services, or materials except for solely as necessary hereunder to receive the access to the Services and solely for the Permitted Purpose; (d) use the System and/or Services in any way that misappropriates or otherwise infringes on any Intellectual Property Rights of the Service Provider or any other party; or (e) use the Services for unlawful, fraudulent, or unauthorized purposes.
- 6.4 The End User may not remove any proprietary notices or trademarks from any part of the System and/or Services or any other materials as may be supplied by the Service Provider. The End User may not disclose the results of any benchmark testing, technical results or other performance data relating to use of the System or the Services (if any).
- 6.5 The End User may use the Reports for the Permitted Purpose only and agrees that Reports may not be sold, transferred, commercially exploited or otherwise made available to, or used for the benefit of, any third party other than the End User.
- 6.6 The End User shall not (i) use any of the Service Provider's trademarks, service marks, logos or brand names as part of its name, internet domain, social media profile, or (ii) do or permit any act to be done at any time which may in any way impair the rights of the Service Provider in any of the foregoing, or (iii) make any changes to the trademarks, service marks, logos or brand names, such as (without limitation) a change of colours, shape or layout. The Service Provider's trademarks, service marks, logos or brand names shall inure to the benefit of the Service Provider only.

7 ACCEPTABLE USE AND SECURITY

- 7.1 The End User shall not: (i) use the System and/or the Services to discriminate against any Applicant or in a manner that causes damage or injury to any person or property or is otherwise incompatible with any applicable law or regulation; (ii) use the System and/or the Services for any purposes other than the Permitted Purpose; (iii) use the System and/or the Services in a manner that could be reasonably expected to bring the Service Provider into disrepute or otherwise harm its reputation; or (iv) act or omit to act in a way that interferes with or compromises the integrity or security of the System and/or the Services.

- 7.2 The End User shall not permit, enable, or provide access to the System and/or the Services to anyone except the Authorized Users. In particular, where the End User uses Security Features or other credentials in relation to the System and/or the Services, the End User shall keep those confidential and not share them other than with the Authorized Users. Where an Authorized User requires a separate set of Security Features or other credentials to access the System and/or the Services, a request for these shall only be submitted by the End User via FrankieOne.
- 7.3 All and any actions carried out with the use of Security Features or other credentials previously issued by the Service Provider or created by the End User or its Authorized Users shall be regarded as performed by the End User. The Service Provider shall not be in any way liable for the consequences of such actions. The End User shall be responsible and liable for any acts or omissions of its Authorized Users (and any third parties that may be regarded as Authorized Users under this clause) as if they were its own.

8 DATA PROTECTION

- 8.1 The End User shall comply with all applicable Data Protection Laws when using the Services, and shall obtain all necessary consents from the Applicants and other its customers before transmitting their data through the Services.
- 8.2 The End User grants the Service Provider permission to use personal data transferred to the Service Provider under this Agreement for: (i) developing and testing the Services and/or the System to improve their capabilities for detection and prevention of fraud, including by means of artificial intelligence (e.g. machine learning models); (ii) fulfilling its commitments under the Agreement and providing a competitive service; (iii) identifying, flagging, monitoring, and reporting potentially fraudulent patterns and other signs of suspicious behaviour which could lead to or signal any illicit activity; (iv) producing anonymised and/or aggregated statistical reports and research; and (v) producing and storing audit log records and reports based on internal information security and personal data protection requirements.

9 COMPLIANCE AND AUDIT

- 9.1 The End User shall comply with all applicable laws, including but not limited to any anti-money laundering, know-your-customer, and counter-terrorism financing laws.

- 9.2 The Service Provider shall be entitled to audit the End User's usage of the System and/or the Services. The Service Provider reserves the right to suspend and/or terminate access to the System and/or the Services (in part or in its entirety) for End User and/or terminate this Agreement, in Service Provider's sole discretion, with immediate effect, where the Service Provider knows or reasonably suspects that the End User is: (a) a Restricted Party; or (b) located in, organized under the laws of, ordinarily resident, or conducting business in any Restricted Country; or (c) indicted, convicted, or otherwise engaged in or suspected of any activities that are illegal under the applicable law or regulation; or (d) engages in the infringement on or misappropriation of the Service Provider 's or any third party's Intellectual Property Rights or Confidential Information; or (e) acts in a way manifestly compromising the security of personal data being processed by the Service Provider or the System overall; or (f) is otherwise in breach of the Agreement; including where (a)-(f) are applicable to the End User's UBOs (ultimate beneficial owners) or senior officers or the End User's affiliates or their UBOs or senior officers. Should the Service Provider otherwise reasonably believe that the End User's usage of the System or the Services poses a threat to confidentiality of Confidential Information, Intellectual Property Rights, data privacy and/or security or the Service Provider's legitimate interests or business reputation, it reserves the right to with immediate effect and in its sole discretion to (i) suspend and/or terminate the access to the System and/or Services (in part or in its entirety) for the End User and/or (ii) terminate the Agreement. During a 14-day period following such Services suspension and/or Agreement termination the End User shall have the opportunity to refute or otherwise cure allegations giving rise to the suspension or termination of access to the Services providing a reasonable written evidence for the Service Provider's consideration. Should upon such written evidence examination the Service Provider, in its sole discretion, agrees to have the access to the same Services to be subsequently restored, the Agreement shall be considered to have continued in force, starting from the moment of such restoration, on the same terms as were in effect between the Parties immediately prior to the suspension and/or termination. The Service Provider shall bear no liability in connection with executing its rights under this clause 9.2.
- 9.3 Should the Service Provider reasonably suspect a breach of EUSA by the End User, but subject to any confidentiality obligations owed by the End User, the End User agrees to promptly provide true, complete, and accurate information related to any suspected or actual breach of this EUSA upon the Service Provider's request. Failure by the End User to supply such information in a prompt and accurate manner shall constitute a breach of this Agreement, entitling the Service Provider, at its sole discretion, with immediate effect either to (i) suspend the Services (partly or entirely), or (ii) to terminate this Agreement, without limiting any other remedies available to the Service Provider under the applicable law. Should the End User provide the requested information upon such Service Provider's request, and upon its examination by Service Provider, the later, in its sole discretion, may agree to have the access to the same Services to be subsequently restored, and the Agreement shall be considered to have continued in force, starting from the moment of such restoration, on the same terms as were in effect between the Parties immediately prior to the suspension and/or termination. The Service Provider shall bear no liability in connection with executing its rights under this clause 9.3

10 CONFIDENTIALITY

- 10.1 The End User shall: (i) maintain all Confidential Information in strict and absolute secrecy and refrain from any publication, communication, or any other disclosure of Confidential Information, in whole or in part, to any third party whatsoever; (ii) take all necessary precautions to keep Confidential Information secure and apply the same security measures and degree of care to Confidential Information as the End User applies to its own confidential information, which in any case shall not be less than a reasonable care; and (iii) immediately inform the Service Provider of any damage to or accidental loss of Confidential Information, including transfer to or use by unauthorized persons.
- 10.2 The End User shall not: (i) use Confidential Information in order to build a product or service which competes with the Services; (ii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Confidential Information (as applicable) in any form or media or by any means to any individual or entity; or (iii) reverse engineer, decompile or disassemble Confidential Information.
- 10.3 The End User shall not be prevented from disclosing the Confidential Information to members of personnel or professional advisors (the "**Representatives**") who need to know it and who have agreed in writing to confidentiality obligations no less restrictive than those contained herein. The End User shall ensure that any Representatives: (i) use Confidential Information only for the purposes of this Agreement; and (ii) keep such Confidential Information secret and secure. The End User shall remain liable for any act or omission by its Representatives as if they were its own.
- 10.4 In the event that the End User or any of its Representatives are requested pursuant to any applicable law or regulation or by legal process to disclose any Confidential Information, the End User shall give the Service Provider prompt notice of such request or legal process in order to enable the Service Provider: (i) to seek an appropriate protective order or other remedy; or (ii) to consult with the End User with respect to taking steps to resist or narrow the scope of such request or legal process. In the event that such protective order or other remedy is not obtained, the End User shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all the Confidential Information that is so disclosed will be accorded confidential treatment.
- 10.5 If so requested by the Service Provider at any time by written notice, the End User shall promptly: (i) destroy or return to the Service Provider all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on the Confidential Information; (ii) erase all Confidential Information from its computer and communications systems, devices and other means of electronic storage; and (iii) certify in writing to the Service Provider that it has complied with the requirements of this clause 10.5.
- 10.6 Without affecting any other rights and remedies that the Service Provider may have, the End User hereby agrees that damages would not be an adequate remedy for any breach of this section 10 by the end User and that the Service Provider shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this section 10. The End User's liability for any breach of the provisions of this section 10 shall not be subject to any liability limitation otherwise applicable under this Agreement.
- 10.7 Notwithstanding anything to the contrary, clauses 10.1-10.6 shall survive the expiry or termination of this Agreement within the following period (whichever is longer) (i) either 10 (ten) years of such expiry or termination; or (ii) within the maximum period permitted under applicable law (e.g. indefinitely).

11 WARRANTIES AND REPRESENTATIONS

- 11.1 The End User warrants, represents and covenants that: (a) it is duly incorporated, organized and validly existing under the applicable law; (b) it has good and sufficient capacity, power, authority and right to comply with and be bound by this Agreement, and to duly observe and perform the covenants and obligations contained herein; (c) all necessary corporate action has been taken by it to authorize and approve the compliance with this Agreement and observance and performance of the covenants and obligations contained therein; (d) the End User will use the Services and/or the System solely for the Permitted Use, and within the Acceptable Use specified in the section 7 hereof; and (e) it is not a Restricted Party, nor is incorporated in or otherwise located in any Restricted Country, and the same is true for (i) its ultimate beneficial owners (UBOs) and senior executives, (ii) its affiliates, and (iii) its affiliates' senior executives.
- 11.2 **NO WARRANTY.** No conditions, warranties or other terms apply to the System and/or any Services supplied by the Service Provider under this Agreement other than those expressly set forth herein. The Service Provider hereby disclaims any implied warranties whether arising under law, through course of dealing, or otherwise, including any implied warranties of non-infringement, title, satisfactory quality, fitness for purpose, merchantability or conformance with description. In addition, the Service Provider does not warrant or enter into any other term to the effect that the Services or any other technology provided in connection with this Agreement will be entirely free from defects or errors. The End User acknowledges that the Services are provided on an "as is" basis. The Services are not intended to be used as the sole basis for any business decision (including where those business decisions concern Applicants). The End User agrees that the Service Provider has no liability for any inaccuracy, incompleteness or other error in the Services which is attributable to data provided by the End User or any third party, including cases where the provision of a Service may be limited, suspended or discontinued due to a deficiency and/or unavailability of data submitted by an external third-party source the Service Provider may engage to provide the relevant Service. The Service Provider is not a consumer reporting agency and none of the information provided through the Services constitute a "consumer report" as such term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq). The Services are expressly limited to providing supplemental information in support of the End User's anti-fraud, customer due diligence and identity verification procedures only. The Services are based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance, being used primarily for personal, family or household purposes, employment, or any other similar purpose.
- 11.3 If the End User is **not** incorporated and registered in Cyprus, the End User hereby represents and warrants that the use and enjoyment of the Services will exclusively take place outside Cyprus (for clarity, the mere fact an Applicant may be a resident of or be located in Cyprus does not constitute a breach of this clause 11.3 hereof). The End User also hereby represents and warrants that it does not have any affiliated organizations, branches, representative offices, permanent establishments (or any other forms of conducting business) in the territory of Cyprus and does not engage in commercial activities using the Services through such forms.

12 LIMITATION OF LIABILITY AND INDEMNITY

- 12.1 SUBJECT TO CLAUSE 12.2, THIS SECTION 12 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF THE SERVICE PROVIDER (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS) IN RESPECT OF: (i) ANY BREACH OF THIS AGREEMENT; (ii) ANY USE MADE BY THE END USER OF THE SERVICES OR ANY PART THEREOF; AND (iii) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) OR BREACH OF STATUTORY DUTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- 12.2 NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR: (i) FRAUD OR FRAUDULENT MISREPRESENTATION; (ii) PAYMENT OF SUMS PROPERLY DUE AND OWING TO THE OTHER PARTY IN THE COURSE OF NORMAL PERFORMANCE OF THIS AGREEMENT; (iii) ANY INDEMNITIES UNDER THIS AGREEMENT; OR (iv) ANY MATTER FOR WHICH IT WOULD BE UNLAWFUL FOR THE PARTIES TO EXCLUDE OR LIMIT LIABILITY.
- 12.3 SUBJECT TO CLAUSE 12.2, THE SERVICE PROVIDER SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE AND BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, FOR: (i) ANY LOSS OF PROFITS, INCOME, GOODWILL, REVENUE, REPUTATION, OR BUSINESS OPPORTUNITIES; (ii) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES NOT COVERED UNDER SUBCLAUSE 12.3(i); (iii) ANY LOSS OR CORRUPTION OF DATA OR INFORMATION, EXCEPT IF IT WAS CAUSED BY A BREACH OF THIS AGREEMENT BY THE SERVICE PROVIDER.
- 12.4 SUBJECT TO CLAUSE 12.2, THE SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT OR ANY COLLATERAL CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO: (i) 100% OF THE TOTAL FEES PAID BY FRANKIEONE TO THE SERVICE PROVIDER IN CONNECTION WITH THE SERVICES PROVISION TO THE END USER SOLELY (I.E. NOT COMBINED WITH THE FEES PAID IN RESPECT OF ANY OTHER FRANKIEONE'S END CUSTOMERS) DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION FIRST AROSE; OR (ii) 5,000 (FIVE THOUSAND) USD, WHICHEVER IS LESS. THIS LIABILITY LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE IT.
- 12.5 THE END USER ASSUMES SOLE RESPONSIBILITY FOR ANY CONCLUSIONS DRAWN FROM USE OF THE SERVICES.
- 12.6 THE END USER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SERVICE PROVIDER, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, SHAREHOLDERS, DIRECTORS, AND PERSONNEL (AND KEEP THEM INDEMNIFIED ON A FULL INDEMNITY BASIS) FROM AND AGAINST ANY THIRD PARTY CLAIMS, SUITS, HEARINGS, ACTIONS, DAMAGES, LIABILITIES, FINES, PENALTIES, COSTS, LOSSES, JUDGMENTS OR EXPENSES (INCLUDING ALL ATTORNEY FEES) ARISING OUT OF OR IN CONNECTION WITH THE END USER'S USE OF THE SERVICES OR THE END USER'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "**CLAIMS**"), PROVIDED AND TO THE EXTENT THAT SUCH CLAIMS ARE NOT DIRECTLY ATTRIBUTABLE TO ANY BREACH HEREOF BY THE SERVICE PROVIDER.

- 12.7 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH ESTABLISHES A LIMITATION OF LIABILITY, DISCLAIMER, WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND SHALL BE ENFORCED AS SUCH.
- 12.8 THE SERVICE PROVIDER SHALL NOT BE LIABLE, JOINTLY, SEVERALLY, OR IN ANY OTHER SHARED CAPACITY, FOR ANY DAMAGES, LOSSES, COSTS, OR LIABILITIES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY. THE SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE END USER AGREES THAT THE SERVICE PROVIDER WILL NOT BE HELD LIABLE FOR ANY JOINT AND SEVERAL, COLLECTIVE OR ANY OTHER SHARED RESPONSIBILITY WITH ANY OTHER PERSON OR ENTITY IN RELATION TO THIS AGREEMENT. NOTHING IN THIS CLAUSE SHALL LIMIT THE RIGHT OF FRANKIEONE TO ASSIGN ANY RIGHT OF ACTION TO THE END USER IN ACCORDANCE WITH THIS AGREEMENT IN RESPECT OF ANY CLAIM ARISING FROM THE SERVICE PROVIDER'S BREACH HEREOF, WHERE ANY SUCH ASSIGNEE SHALL BE SUBJECT TO THE SAME LIABILITY LIMITATIONS AND DISPUTE RESOLUTION MECHANISM AS SET OUT IN THIS AGREEMENT.

13 TERM AND TERMINATION

- 13.1 The Service Provider may terminate this Agreement with immediate effect by giving written notice to the End User if: (i) the End User is in breach of this Agreement; (ii) the End User is in violation of any applicable law or legal regulation; or (iii) the End User enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved or otherwise ceases to carry on business, or any analogous event happens to the End User in any jurisdiction in which it is incorporated or resident or in which it conducts business or has assets.
- 13.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination of this Agreement shall remain in full force and effect. Termination of this Agreement for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Parties that may have accrued by the termination date.

- 13.3 The Service Provider reserves the right, at its sole discretion, to limit or suspend the End User's or any Authorized User's access to the System and/or the Services and/or terminate this Agreement with immediate effect where it knows or reasonably suspects that:
- (i) the End User is in breach of any warranties, representations, or obligations set out in clauses 7.1 and/or 11.1 hereof;
 - (ii) the End User (including any of its affiliates and their respective ultimate beneficial owners, directors, officers, agents, or employees) is in breach of any applicable laws or regulations or is subject to any local or international sanctions or restrictions;
 - (iii) the End User infringes on the Intellectual Property Rights of the Service Provider, its affiliates or its counterparties;
 - (iv) the End User has disclosed any Confidential Information in a manner not permitted under this Agreement;
 - (v) a third party has gained unauthorised access to the System and/or the Services as a result of the End User's actions or omissions or by using the Security Features or other credentials previously issued by the Service Provider;
 - (vi) the End User's actions may, in the Service Provider's reasonable opinion, be detrimental to the legitimate interests or business reputation of the Service Provider or its counterparties; or
 - (vii) the End User's usage of the Services exceeds 1000 Checks or 1000 Applicants within any given calendar day. In case of suspension, full access to the System and/or the Services may be restored by the Service Provider at its sole discretion and subject to the End User taking such actions and providing such information as the Service Provider may further determine.
- 13.4 Where the Service Provider is permitted to suspend or limit the End User's access to the System and/or the Services under this Agreement, it shall be entitled to do so, in all cases in its sole discretion, (i) with immediate effect and with no prior notice; or (ii) in several consecutive steps (e.g., by disabling the End User's access to the Dashboard and subsequently stopping the provision of Services altogether); or (iii) in any other manner.

14 GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Agreement and all disputes and claims arising out of or in connection with it are governed by English law.
- 14.2 All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce in accordance with the Rules of Arbitration of the International Chamber of Commerce. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute. The number of arbitrators shall be one. The law governing this arbitration clause shall be English law. The seat of the arbitration shall be London, England. The language of the arbitration shall be English. No award or procedural order made in the arbitration shall be published. The Parties shall at all times treat all matters relating to the proceedings and any arbitral award as confidential.

15 MISCELLANEOUS

- 15.1 A Party shall not be considered to be in breach of the Agreement, and shall be excused from performance or liability for damages to the other Party (or any third party), if and to the extent it is delayed in or prevented from performing or carrying out any of the provisions of the Agreement due to a labor disturbance, sabotage, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, earthquake, explosion, epidemic, or any other cause beyond such Party's reasonable control, including, but not limited to, any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the operational control of the Party ("**Force Majeure**"). Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of the Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Either Party shall be entitled to terminate the Agreement with immediate effect by giving the other Party written notice if the Force Majeure event remains unremedied for a period of 60 consecutive days.
- 15.2 Failure or delay of either Party in exercising any right or remedy under the Agreement shall not constitute a waiver of such (or any other) right or remedy. The use of any remedy by either Party shall not constitute an election of that remedy to the exclusion of any other right or remedy.
- 15.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement.
- 15.4 This Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement (unless expressly agreed otherwise by the Parties). Each Party acknowledges that in entering into the Agreement, it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject matter of the Agreement other than those which are set out herein (or those which the Agreement explicitly refer to).
- 15.5 Except as expressly stated otherwise, nothing in this Agreement shall create or confer any rights or other benefits in favour of any person other than the Parties. Except as expressly stated otherwise, nothing in the Agreement shall create an agency, partnership or joint venture of any kind between the Parties. Neither Party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.
- 15.6 The End User may not assign any of its rights or obligations under this Agreement without the prior written consent of the Service Provider, such consent not to be unreasonably withheld. If permitted under the applicable laws and regulations, the Service Provider may assign its rights and/or obligations to one of its affiliates (meaning entities controlled by, controlling, or under common control with the Service Provider) without the End User's consent.

15.7 The End User is only permitted to make public announcements and/or publish written materials concerning the Service Provider and/or the Services subject to the Service Provider's prior written consent, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. The Service Provider may freely use the End User's trademarks (including logos) in its promotional or marketing materials, on its website, etc., for the purpose of publicly identifying the end User as its counterparty.

15.8 Unless specified otherwise in the Agreement, any notice or communication required or permitted to be given hereunder shall be in writing and in English. It may be delivered: (i) by hand to a responsible person during ordinary business hours at the then current physical address as indicated by the receiving Party and shall be deemed received on the day of delivery, (ii) by email to the receiving Party's chosen email address and shall be deemed received on the date and at the time recorded by the recipient's email server (unless there is evidence to the contrary that it was delivered on a different date or at a different time), (iii) via other means mutually and explicitly agreed in writing by the Parties, and shall be deemed received by written or automated receipt or electronic log (as applicable). The Parties may update their email and physical addresses for notices or communication at any time by notice in writing, or as otherwise provided under this clause 15.8.

15.9 The Parties shall: (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption ; (ii) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Agreement.

15.10 AGREEMENT ACCEPTANCE

16 BY USING THE SERVICES, END USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.