

Shufti

Terms and Conditions

Shufti is a service which allows clients to perform online identity and document verification services, business and company register checks, and/or background checks, transaction monitoring, know-your-customer, and other activities.

These Terms and Conditions ("**Terms**"), the Privacy Policy (together with any amendments thereto from time to time), and the accompanying Sales Order(s) (collectively referred to as the "**Agreement**") are established between Shufti Pro Limited ("**Provider**") and the Client identified on the Sales Order ("**Client**"), becoming effective from the date specified in the Sales Order ("**Effective Date**").

In this Agreement, Provider and Client are individually referred to as a "**Party**" and collectively as "**Parties**."

1. SERVICES

Provider will provide the Services to Client with an Account, including both a back-office and API account ("**Account**"). Provider and Client shall enter into Sales Orders for services related to identity and document verification, transaction monitoring, know-your-customer, and other activities and related integration and support services (collectively "**Services**"). The Agreement shall not prevent Provider from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under the Agreement.

Client acknowledges that Provider may, in its reasonable discretion, implement updates, enhancements, or adjustments to the configuration or operation of the Services. Such updates shall not constitute a breach of this Agreement. Provider may further introduce, alter, or withdraw optional or beta features at any time without prior notice.

2. VERIFICATIONS

Client shall be authorised to allow individuals to access the Services on its behalf to provide personal information for verification purposes ("**Users**") and conduct verification operations, consisting of extraction of an individual's personal information to be processed for the purpose of delivering a response to Client ("**Verification**"). Client will supply or cause individuals to supply to Provider information related to such individuals including personal data or personally identifiable information, images, and metadata (collectively, "**User Information**"). Client acknowledges that the mode of service delivery for the Verification Services shall be specified in the applicable Sales Order, which may include Standard Mode or Customised Mode. Standard Mode refers to the default service configuration in which the verification process is carried out through an AI engine supplemented by a parallel human-intelligence review layer (the "**Standard Mode**"). Customised Mode refers to a Client's selected configuration under which the Client may choose either an AI-only model, where all processing is performed solely through artificial intelligence without human involvement, or an HI-only model, where all processing is performed exclusively by human intelligence without the use of artificial intelligence (the "**Customised Mode**"). For clarity, any human-review components used in the provision of the Services shall not render Provider a data controller with respect to those individual reviewers.

3. TERM

This Agreement shall commence on the Effective Date of the Sales Order and shall continue for the period specified therein (the "**Initial Term**"), unless terminated earlier in accordance with this Agreement. If no Initial Term is

specified, the Agreement shall remain in effect for twenty-four (24) months from the date of the last signature on the Sales Order.

Upon expiry of the Initial Term, the Agreement may renew for a single additional twenty-four (24) month renewal period (the “**Renewal Term**”), unless either Party provides at least three (3) months’ prior written notice of non-renewal. Renewal after the Renewal Term shall not occur automatically and shall require the express written agreement of both Parties. Provider shall retain the right, in its sole discretion, to decline any renewal.

Continuation of the Agreement beyond the Renewal Term is expressly conditioned upon timely payment of the applicable rollover fee, which shall constitute a condition precedent to any further continuation of Services. Failure to pay the rollover fee within the first quarter of the renewal year shall result in automatic termination at the end of such quarter.

If no verification activity is conducted through the Client’s back-office account for two (2) consecutive quarters following the renewal date, the Agreement shall automatically terminate at the end of such second quarter. Upon such termination, Provider shall have no further obligation to maintain or provide access to the Services.

4. CLIENT LICENCE

Provider shall grant to Client a worldwide, non-exclusive, non-transferable, non-assignable, revocable licence to access and use the Services identified in a Sales Order solely for Client’s internal business purposes and if software is provided (“**Software**”), that Software is included in the definition of Services and subject to this licence. Provider reserves all rights in the Services and the Software not expressly granted in this Agreement. The Client understands that the Services are continuously being updated and will change periodically without prior notice. For the avoidance of doubt, the Client has no right to access any Software code (including object code, intermediate code and/or source code), either during or after the Term.

5. WARRANTY

Provider warrants that the Services will be performed in a professional manner. In the event of a breach of this warranty, Provider’s sole and exclusive liability and Client’s sole and exclusive remedy will be for Provider to use commercially reasonable efforts to re-perform the non-conforming part of Services within thirty (30) days from receipt of notice from Client of the breach. All implied terms under the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law.

This warranty is exclusive and in lieu of all other warranties, whether express or implied. Re-performance shall remain the sole remedy even where defects recur. Provider does not warrant that the Services will interoperate with Client’s or any third party’s systems.

6. PERMITTED USE

Client shall use the Services exclusively for authorised and legal purposes, consistent with all Applicable Laws and User and third-party rights. “**Applicable Laws**” shall mean all laws, rules, regulations, treaties, and similar governmental obligations, including local, national, and multinational laws, that are applicable to any Party to this Agreement, including Data Protection Laws. Provider reserves the right, to disable the Client’s access to the Services upon breach of this clause.

7. RESTRICTIONS

Client shall only use the Services for its own internal business purposes. Client must not allow any unauthorised person to access or use the Services. Client shall not republish or redistribute any information, results, content or material from the Services, sublicense, white-label, resell, or transfer the Services to third parties, copy or attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form, or de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, for any purpose, or

otherwise commercially exploit, or make the Services available to any third party. Client shall not use the Services to discriminate against any User or in a manner that causes damage or injury to any person or property, use the Services in a manner that could be reasonably expected to bring a User or Provider into disrepute or otherwise harm its reputation, act or omit to act in a way which interferes with or compromises the integrity or security of the Services, or access all or any part of the Services in order to build a product or service which competes with the Services or amend or remove Provider brand features from the Services. Client shall not attempt to circumvent, bypass, defeat, or disable any security features, usage restrictions, authentication measures, or access controls implemented in the Services.

8. CLIENT REQUIREMENTS

Client must provide any and all cooperation, support, and information as required by Provider to ensure compliance with the Agreement and carry out all other Client responsibilities set out in the Agreement in a timely and efficient manner. Client shall employ the hardware, software, telecommunication and other systems, network and internet connections required to access the Services (the “**Systems**”). Client shall ensure that the Systems are compatible with Provider’s interface and IT environment and the Services, and continue to comply, throughout the Term with the requirements set forth by Provider. Client shall implement appropriate information security controls with respect to its Systems, accurately supply all required data fields, and otherwise use the Services in accordance with Provider guidelines. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Provider may adjust any agreed fees, timetable, or delivery schedule in its sole discretion.

Client shall ensure that the Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of the terms of this Agreement, shall obtain and maintain all necessary licences, consents, and permissions necessary for Provider, its contractors and agents to perform their obligations under this Agreement, and shall be solely responsible for any and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

Client will maintain and enforce appropriate information security practices with respect to its receipt of the Services, including access to and timely deletion of User personal information and Verification results. Client is responsible for making adequate backups of User Information and Verification results. Client acknowledges that unauthorised third parties, including hackers, or viruses, worms, or other malware may gain access to, obtain or damage User personal information, Verification results or Client’s systems, and Provider is not responsible or liable for such activities. In no event will Provider be liable for claims, losses or damages arising from a data breach related to User Information, or Verification results, retained by the Client or otherwise stored, after Provider has concluded the processing of those Verifications.

Client shall maintain its own data protection impact assessments, ensure it has all required consents or other lawful bases for processing, and remain solely responsible for compliance with Data Protection Laws. Any delays, incomplete data, misconfigurations, or inaccuracies supplied by Client shall be deemed Client-caused failures, and Provider shall not be responsible for resulting impacts on the Services. Client shall designate a technical and compliance liaison to act as the primary point of contact for escalations and coordination with Provider.

9. USER INFORMATION

Client shall obtain all consents necessary to enable Provider to lawfully process the User Information and implement all compliance requirements in accordance with Applicable Laws. Client shall provide notice to Users and third parties about how User personal information will be used and maintain valid consents for Provider to process User personal information.

Client hereby grants to Provider a worldwide, royalty-free licence (with the right to sublicense) to use, reproduce, modify, create derivative works from, distribute, transmit, and display User personal information (including any rights specifically pertaining to biometric information) to develop, provide and improve the Services, including the

right to grant equivalent rights to its contractors. This licence continues to the extent necessary to support those purposes, including after termination, as permitted by law. Client further hereby grants and shall procure from Users a grant to Provider of all necessary rights to use the User Information perpetually and irrevocably, and data derived from Client's use of the Services, to conduct Verifications and provide similar Services to the public at large, compile statistics regarding the Services and to develop and improve the Services. Provider is hereby instructed by Client to use User Information to develop and improve the Services, including through machine learning techniques, to provide continuing Verification and similar Services for other clients, and to protect against fraudulent or illegal activity.

For clarity, User Information may include submitted data, associated metadata, and verification artefacts generated through use of the Services. Client shall not submit personal data relating to minors unless expressly agreed with Provider.

Client consents to integration of the Services with third-party services by Provider, which may remove, suspend, or limit any third-party services integration at any time in its sole discretion. Client acknowledges that the integration of third-party services may entail the transfer of User Information from Provider to the relevant third parties providing third-party services.

10. FEES

Client agrees to pay the Fees set forth in the Sales Order in accordance with the payment terms established in this Agreement and Sales Order. Unless otherwise specified in the Sales Order, all Fees are payable in currency mentioned in the Sales Order and are due in full on the Effective Date and any term renewal date, and Provider is under no obligation to begin provision of the Services until Client has paid all Fees due. Client's payment obligations are unconditional and not dependent on a go live date. The Client is unconditionally obligated to pay the full Fees agreed in the Sales Order for the entire Term, including the full Minimum Annual Commitment for each Annual Period, regardless of whether the Client uses the Services, reduces its usage, or ceases to use the Services for any reason. All payments made are nonrefundable and noncancelable, and no partial or full refund shall be due to the Client under any circumstances. If Client's payment of Fees is overdue, Provider may immediately suspend provision of the Services to Client and change payment terms previously extended to Client, and all amounts under the Sales Order shall become immediately due and payable. Suspension of the Services does not relieve Client of its obligation to pay any Fees due under the Agreement. In addition, a late charge shall be assessed on all overdue Fees at the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law. Client shall reimburse Provider for all costs incurred in collecting any overdue Fees, including attorney and collection agency fees. Client agrees that Fees shall be charged for both accepted and declined verifications. Client agrees that, in the case of pre-paid billing, fees shall be structured around successive twelve (12) month periods within the Term, each commencing on the Effective Date (or the relevant term renewal date) and recurring on each anniversary thereof for the duration of the Term (each, an "**Annual Period**"). The Client shall pay, at the start of each Annual Period, the minimum monetary top-up amount specified in the Sales Order, representing the Client's committed spend on verification services for that Annual Period regardless of actual usage (the "**Minimum Annual Commitment**"). Any unused or unprocessed balance remaining in the Client's Account at the end of each Annual Period shall automatically expire unless the Client elects to roll such balance forward into the following Annual Period or, where applicable, any Renewal Term. Rollover of any unused or unprocessed balance is conditional upon the Client paying twenty-five percent (25%) of such unused or unprocessed balance as a rollover fee (this percentage shall not be added to the rolled-over amount). For the payment of the rollover fee, a separate invoice will be issued and must be paid within seven (7) working days of the end of the relevant Annual Period. The rolled-over balance shall be valid from the start of the following Annual Period and not from the date on which the Client requests the rollover. For the avoidance of doubt, any unused or unprocessed balance remaining at the end of the Term (including any Renewal Term) shall automatically expire and the Client shall not be entitled to a refund or credit in respect of the same.

Notwithstanding the foregoing, where a Client has entered into a Sales Order that does not specify a Minimum Annual Commitment, the Annual Commitment billing provisions of these Terms and Conditions shall not apply to that Client. In such cases, any unused or unprocessed balance remaining in the Client's Account on the last day of each Term shall automatically expire at the end of such Term, and the Client shall neither be entitled to a refund or

credit of the same nor will the Client be entitled to roll over any unused or unprocessed balance into any extended Term (or another or future agreement/arrangement with Provider) unless the Client pays twenty-five percent (25%) of the unused or unprocessed balance as a rollover fee. For the payment of the rollover fee, a separate invoice will be issued and must be paid within seven (7) working days. The rolled-over balance shall be valid from the starting date of the renewed Term and not from the date on which the Client requests the rollover.

11. TAXES

The amounts due to Provider under this Agreement do not include bank fees, transfer fees, taxes, duties or similar fees. If Provider is required to pay sales, use, property, value-added, withholding or other taxes, any customs or other duties, or any import or other fees associated with importation or delivery based on the licences granted or any services performed under this Agreement or on Client's use of the Services, then such taxes, duties or fees will be billed to and paid by Client.

12. DATA PROTECTION AND RETENTION

The Client represents and warrants that it has the right to collect, process, and use personal data for the purpose for which it is accessing the Services, and that it has complied with all other obligations under Applicable Laws that relate to its access to and use of the Services, including, without limitation, that before it provides any personal data to Provider, it shall ensure it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring User or third party personal data to Provider, as required under this Agreement; or prevent or restrict either Party from processing personal data as contemplated under the Agreement, ensure that all required notices have been given and, as applicable, all required authorisations or consents have been obtained, and are sufficient in scope to enable each Party to process the personal data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Agreement in accordance with Data Protection Laws, including the transfer of such personal data to and by Provider and Provider's third party service providers in any jurisdiction. The Client acknowledges that in the event of a suspected breach or similar event, the Client shall notify Provider immediately, shall cooperate fully with any action that Provider or Client is required by law to take in respect of such event. The Client agrees that unless required by law or the relevant regulatory authority, any notification of an event to the data subject or to a regulatory body shall not reference Provider or the Services through which the data was provided, nor shall Provider be otherwise identified or referenced in connection with the event, without Provider's express written consent. The Client shall be solely responsible for any other legal or regulatory obligations which may arise under Applicable Law and all fines and costs relating to an event. The Parties acknowledge that, for the purposes of Data Protection Laws, Client acts as controller of User Information and Provider acts as processor only to the extent that Provider processes User Information on Client's documented instructions.

Provider may process personal data within the User Information if, and to the extent that Provider is required to do so by Applicable Law, or as needed to optimize the delivery of Services to the Client subject to all regulations relating to the processing, privacy, and/or use of personal data including the Data Protection, Privacy, and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, the Data Protection Act 2018, the GDPR, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, including any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing and any other similar laws similar to the aforementioned ("**Data Protection Laws**"), or when such processing is integral to the enhancement of service provisioning under the terms of this Agreement. Provider will process personal information on behalf of its clients in order to provide the Services to the Client or other clients requiring Verification Services of the same individuals. Provider will retain and delete personal information in accordance with the relevant Client contract or instructions. Provider may also act as an independent controller where processing is necessary for model-training, fraud-prevention, service security, product improvement, or other legitimate business purposes permitted under Data Protection Laws.

Provider is hereby authorised to process User Information and personal data for product improvement or to provide

Services to other clients and may retain such information for a longer period where necessary to support those purposes, subject always to the retention conditions set out in this Agreement. Provider will not retain or otherwise process any personal data for longer than is necessary. If Provider no longer requires the personal data once it has finished using it for the purposes set forth herein, it will delete the personal data unless it has a legal basis or is authorised by law to retain the data for an additional period of time. Such legitimate interests may include model optimisation, fraud-signal generation, audit defence, system security, and maintaining historical verification artefacts.

The Provider will retain personal data for a period of seven (7) years from the end of the provision of Services to the Client where no alternative retention instructions have been provided by the Client. Personal data will only be retained beyond this seven-year period if the Client instructs the Provider to do so, if a longer retention period is required by law, or if retention is necessary to resolve an active dispute or claim.

Provider is hereby authorised by the Client to engage third parties to process data, personal data and User Information supplied by the Client or its Users. Client acknowledges that personal information provided by Client, or its Users may be transferred outside the EEA in connection with this Agreement and that the appropriate mechanism for any such potential transfer shall be put in place. Such mechanisms may include the use of Standard Contractual Clauses, the UK International Data Transfer Agreement, or any successor instruments required by Applicable Law, without committing Provider to additional transfer requirements unless legally mandated. For this, Provider may also require a separate data processing agreement to be entered into with the Client as and when required by Provider.

Provider may, from time to time, evaluate or test fraud-prevention, risk-scoring, and identity-verification solutions (including device, email, phone, or IP-based tools) to improve the performance, security, and reliability of the Services. Such evaluations will be conducted under strict confidentiality and data-protection controls, ensuring minimal data use, data isolation, and deletion after testing. No personal data will be contributed to any consortium or shared datasets during evaluation.

Provider uses sub-processors and certain other affiliates, subcontractors, agents and vendors to perform the Service, and Client hereby consents to Provider's use of such parties. The rights and obligations of Provider may be, in whole or in part, exercised or fulfilled by those parties.

13. DISCLAIMER

Provider will use reasonable efforts to deliver the Services requested by the Client however the Client acknowledges that the Services are provided on an "as is" and "as available" basis, without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by Applicable Law, Provider specifically disclaims all other warranties, expressed or implied, including but not limited to, the implied warranties of fitness for a particular purpose, good title, noninfringement, or satisfactory quality, regardless of whether imposed by contract, statute, course of dealing, custom or usage, or otherwise. The Client acknowledges that the Services are based on information retrieved by Provider and its third-party suppliers from other sources. Provider, or its third-party suppliers, do not take any steps to verify the accuracy or completeness of such information and Provider does not make any warranty, representation regarding such information or that it is up to date. Provider cannot and will not be an insurer or guarantor of the accuracy or reliability of such sourced information or of the Services. The Client acknowledges that results supplied by Provider to the Client are not intended to be used as the sole basis for any decision significantly affecting a data subject and that Client is solely responsible for its decisions or actions. Client assumes sole responsibility and liability for the use of results obtained from the Services and for conclusions drawn from such results by Client, and Provider shall have no liability for any claims, losses or damages caused by errors or omissions in any information provided to Provider by Client or Users or any actions taken by Provider at Client's direction. Accordingly, Provider does not guarantee, warrant or represent the accuracy, timeliness, completeness, validity, up to date condition, or fitness for a particular purpose of the Services and Provider shall not be liable to the

Client or any third parties for any loss or injury arising out of or caused in whole or in part by Provider's acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the Services. In addition, Provider does not warrant that the Client's use of the Services will be error-free, or that the Services will be available for access all the time or at any time on a continuous uninterrupted basis, or that the Services will meet the Client's requirements. Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

14. INDEMNIFICATION

Client shall defend and hold harmless Provider, its affiliates, officers, directors, and employees, against any loss or damage arising out of or in connection with Client's use of the Services whether in violation of this Agreement or not, Provider's use of User Information, or injury, damage or loss resulting from Client's or a User's use of the Services. Client will indemnify, defend, and hold Provider and its affiliates harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable legal fees, which may be asserted against or incurred by Shufti arising out of or resulting from the use, disclosure, sale or transfer of the Services, (or information therein) by the Client or User. This indemnification covers all forms of damage including direct, indirect, incidental, consequential, and punitive damages resulting from the Client's actions or omissions. This indemnification obligation will continue in full force regardless of the termination or expiration of this Agreement and will bind all successors and assigns of the Client. Provider retains the exclusive right and sole discretion to handle the defence or settlement of any claim or proceeding against it. This includes the selection of legal counsel and the decision to pursue or forego any legal action. The Client shall not participate in any legal proceedings involving such claims without the express written permission of Provider, which may be withheld at Provider's sole discretion. The Client shall not agree to any settlement that affects Provider or its rights or obligations under this Agreement without Provider's prior written consent, which may be granted or withheld in Provider's sole discretion. Any unauthorised settlement agreement entered into by the Client will be considered null and void with respect to Provider. Client shall notify Provider immediately of any claims or legal actions in which Provider might be implicated. The Client must also fully cooperate with Provider in the investigation and defence of such claims, at the Client's own expense. The Client must provide all assistance and complete disclosure as may be necessary and reasonable, as determined by Provider, to ensure an adequate defence. The Client warrants not to sue or maintain any cause of action, claim, demand, cross claim, third party action or other form of litigation or arbitration against Provider or its officers, directors, employees, contractors, agents, or subscribers arising out of or relating in any way to the Services, the Data, or the Reports (or information therein) not being accurate, timely, complete or current. Client shall additionally indemnify and hold Provider harmless from any claims, fines, penalties, losses, or expenses arising out of Client's failure to comply with Data Protection Laws, including failures relating to lawful basis, notices, consents, retention, security, or international transfers.

Provider shall defend and/or settle any third-party claims against Client, its affiliates, offices, directors, and employees, that the Services infringes or misappropriates the Intellectual Property Rights of a third party. In the event that Provider's right to provide the Services is enjoined or a claim seeking such an injunction is filed, Provider may obtain the right to continue providing the Services or replace or modify the Services so that it is non-infringing and materially equivalent. If neither of these remedies is reasonably available to Provider, Provider may, in its sole discretion, immediately terminate the Agreement as it relates to the relevant Services and return the prorated portion of any prepaid, unused Fees for the Services. Provider's infringement indemnity shall apply subject to the overall liability cap set out in this Agreement. Provider will have no liability for any claim of infringement to the extent arising from the use of a superseded version of the Services, the modification to the Services made or requested by Client, or specifications provided by Client, use of the Services not consistent with the terms of this Agreement, or instructions given to Client by Provider, or use of the Services in combination with Software or equipment not provided by Provider, any User personal information or other information or materials provided by Client or Users or continuing allegedly infringing activity after receiving notice from Provider. The infringement

indemnity shall not apply to the extent a claim relates to open-source components used in accordance with their applicable licences. The foregoing states the entire obligation of Provider and its licensors with respect to any alleged or actual infringement or misappropriation of intellectual property rights by the Services. The foregoing also states the entire obligation of Provider with respect to indemnification for claims of any nature whatsoever under this Agreement. The foregoing indemnification obligations are contingent upon Client giving Provider prompt written notice of the third-party claim, sole authority to control the defence or settlement of the claim (to the extent that any such settlement does not obligate Provider to make any payment or take or refrain from any action), and reasonable assistance in the defence or settlement of the claim. Client shall be responsible for payment of court costs, court awarded judgments, settlement amounts, and attorneys' fees to defend or settle the action.

15. LIABILITY

Nothing in the Agreement excludes the liability of Provider for death or personal injury caused by Provider's negligence; or for fraud or fraudulent misrepresentation.

Exclusion of Liability. Provider shall not be liable whether in tort (including negligence), contract, misrepresentation, restitution or otherwise for any loss of profits or loss of earnings, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, increase in bad debt or failure to reduce bad debt, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.

Limitation of Liability. Provider's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Fees paid during the 3 months immediately preceding the date on which the claim arose or \$5000 (five thousand US Dollars), whichever is lowest.

All claims arising out of the same or related events, acts, or omissions shall be treated as a single claim for the purposes of applying the liability cap. The liability cap applies regardless of the form, basis, or legal theory of the claim, including indemnity claims, except to the extent expressly carved out in this Agreement. Provider shall have no liability arising from service credits, penalties, or amounts imposed on Client by regulators or third parties, nor for reliance placed by third parties on the Services or any outputs. Provider shall have no liability for losses arising from misconfigurations, inaccuracies, delays, or omissions caused by the Client, its Users, or its systems.

16. AUDIT

Client shall have the right, no more than once per calendar year and upon at least 30 days' prior written notice, to conduct a reasonable audit of Provider's relevant records solely to verify compliance with the material terms of this Agreement. Such audit shall be conducted during Provider's normal business hours, in a manner that does not unreasonably interfere with Provider's operations, and subject to reasonable confidentiality, security, and access limitations, including exclusion of Provider's proprietary or commercially sensitive information (such as its systems). Any audit shall be at Client's expense.

Any audit shall be limited in scope, frequency, and duration to what is reasonably necessary for the stated verification purpose. Client shall ensure that any auditor engaged is not a competitor of Provider and is bound by written confidentiality obligations no less protective than those in this Agreement. Where reasonably practicable, Provider may satisfy audit requests through remote or offsite review, including provision of reports or certifications, in lieu of onsite access.

Provider shall likewise have the right, no more than once per calendar year and upon at least 30 days' prior written notice, to conduct a reasonable audit of Client's relevant records solely to verify conformity with the terms of this Agreement. Such audit shall be conducted during Client's normal business hours, in a manner that does not unreasonably interfere with Client's operations, and subject to reasonable confidentiality, security, and access limitations.

17. INTELLECTUAL PROPERTY RIGHTS

The Client acknowledges and agrees that Provider and/or its licensors own all Intellectual Property Rights in the Services, defined as any rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (including, without limitation, copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing-off rights, unfair-competition rights, patents, utility models, inventions, and rights in designs). Except as expressly stated herein, the Agreement does not grant the Client any rights with respect to the Services or the Software. As between Client and Provider, Provider owns all copies, improvements, modifications, and derivative works created or related to the Services, and all such Intellectual Property Rights shall remain the exclusive property of Provider or its licensors. Client agrees that the Services, Software, and results constitute and contain valuable proprietary information and trade secrets of Provider. Except as expressly set forth in this Agreement, Provider does not grant any other rights to the Services to Client.

Client further agrees that Provider owns all right, title and interest in any changes, modifications, extensions or corrections made to the Services in connection with this Agreement, whether made independent of, in conjunction with, or at the direction of Client. Without limiting the foregoing, Provider owns any suggestions, comments or other feedback provided by Client to Provider with respect to the Services, and Provider owns any insights, including knowledge or know-how, it otherwise gains during the course of performing the Services. For clarity, Client acknowledges that Provider retains ownership of its underlying models, methodologies, datasets, machine-learning components, and any patterns or signals generated in the ordinary course of delivering or improving the Services.

In the event of any change, modification, extension, or correction thereof, the Client hereby irrevocably assigns to Provider by way of present and future assignment with full title guarantee, any and all rights it may be deemed to have in any such change, modification, extension, or correction, and agrees to execute all documents necessary to implement and effect such assignment. To the extent that the Client is unavailable or unwilling to execute such documents then the Client hereby appoints Provider as its attorney-in-fact for the purpose of executing the foregoing assignment. Any feedback or suggestions provided by Client may be used by Provider without restriction. Nothing in this Agreement shall be construed as granting Client any rights in Provider's training data, internal logic, or aggregated analytical outputs.

With the prior written consent of the other Party, each Party may use the other's Brands solely for agreed marketing or promotional purposes. All such use shall inure to the benefit of the respective Brand owner, who shall retain exclusive ownership and registration rights. Notwithstanding anything to the contrary in this Agreement, the Client grants the Provider the right to use the Client's Brands in accordance with this Clause. For the purposes of this Agreement, "**Brands**" means all names, logos, trademarks, service marks, trade names, brand identifiers, domain names, and other distinctive brand elements owned, controlled, or used by a Party in connection with its business.

18. CONFIDENTIALITY

The parties understand and agree that in connection with the negotiation and performance of this Agreement, each Party may have had or have access to or may have been or be exposed to, directly or indirectly, Confidential Information of the other Party including, but not limited to, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and Services, as well as names and expertise of, and information relating to, vendors, employees, consultants, clients and prospects, know-how, ideas, and technical, business, pricing information, financial and marketing information and strategies and any other information that the receiving Party reasonably should know is confidential. The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Provider's Confidential Information. Both parties shall keep the other Party's Confidential Information strictly confidential using the same degree of care to protect the other Party's Confidential Information as that Party uses to protect its own Confidential

Information of a similar nature, not disclose other Party's Confidential Information to any person without that other Party's prior written consent, and even then, only under conditions of confidentiality approved in writing by the Party whose Confidential Information is being disclosed, act in good faith at all times in relation to the other Party's Confidential Information, and not use any of the other Party's Confidential Information except for the purpose for which it was divulged to the receiving Party. A Party's Confidential Information may be disclosed by the receiving Party to its officers, employees, professional advisers, insurers, agents, and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or any executed non-disclosure agreement to protect the confidentiality of the disclosed Confidential Information. A Party's Confidential Information shall not be deemed to include information that is or becomes publicly known other than through any act or omission of the receiving Party, was in the other Party's lawful possession before the disclosure, 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. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited it takes into account the reasonable requests of the other Party in relation to the content of such disclosure. For clarity, neither Party is restricted from using or disclosing aggregated or anonymised information that does not identify the other Party or its Users. Upon the termination of the Agreement, each Party must immediately cease to use the other Party's Confidential Information; within five (5) Business Days (defined as any weekday other than a bank or public holiday in the United Kingdom) following the date of receipt of a written request for termination from the other Party, the relevant Party shall destroy or return to the other Party (at the other Party's option) all media, tangible or intangible, containing the other Party's Confidential Information, and must delete or destroy the other Party's Confidential Information. This obligation shall not require the deletion of automatically generated backup or archival copies retained solely for disaster recovery or legal-compliance purposes, provided such copies remain subject to continuing confidentiality obligations and are deleted in accordance with routine retention cycles. Notwithstanding the foregoing, the obligations of confidentiality set forth in this Clause shall continue in perpetuity with respect to all Confidential Information that is not: (i) publicly available through no breach of this Agreement; (ii) lawfully obtained from a third Party without an obligation of confidentiality; or (iii) independently developed without use of or reference to the Confidential Information. Each Party shall maintain administrative, technical, and physical safeguards for the protection of Confidential Information that are consistent with industry standards and commensurate with the sensitivity of the information. Each Party acknowledges that its breach or threatened breach of this Confidentiality clause may result in irreparable harm to the other Party that cannot be adequately relieved by money damages alone. Accordingly, the Parties agree that the non-breaching Party may seek any applicable equitable remedies from a court, including injunctive relief.

19. SUSPENSION

Should the Client fail to comply with any terms of this Agreement, Provider may suspend provision of the Services effective immediately. Suspension of the Services does not relieve Client of its obligation to pay any Fees due under this Agreement, and upon suspension Provider may accelerate or otherwise change payment terms for current and future amounts due. Provider in its sole discretion may reactivate provision of the Services to Client if Client remedies the noncompliance, as determined by Provider. Provider may in its sole discretion suspend Client's access to the Services to prevent damages or risk to, or degradation of, the Services, to comply with any law, regulation, court order or other governmental request, or to otherwise protect Provider from potential legal liability. Suspension may also occur immediately where Client activity poses regulatory exposure, generates abnormal or excessive error rates or false positives, imposes undue system load, or creates technical instability or security concerns.

Reactivation of the Services shall be subject to full remediation of the underlying issue to Provider's satisfaction, including any verification or corrective steps reasonably required by Provider.

20. TERMINATION

Provider may terminate the Agreement with immediate effect by giving written notice to Client if Client commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that Party being notified in writing to do so, or Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction, or Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business, or Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy. For clarity, material breach includes any breach of data protection obligations, security requirements, or any misuse or unauthorised use of the Services.

On termination of this Agreement, for any reason, all licences granted under this Agreement shall immediately terminate and the Client shall immediately cease all use of the Services. Each Party shall return and make no further use of any equipment, property, data and other items (and all copies of them) belonging to the other Party. Client shall immediately deactivate and permanently delete all API keys, access credentials, tokens, or integration materials issued by Provider. Any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected or prejudiced. Notwithstanding the immediate cessation of the Agreement's operative provisions, all other clauses shall continue in effect either perpetually or according to their express terms. The termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to and including the date of termination, including but not limited to the right to seek damages for any breach of this Agreement that existed at or before the date of termination. Within fifteen (15) days following the termination of this Agreement, Provider shall be entitled to all accrued and incurred Fees pursuant to the terms of this Agreement up to the date of termination. For the avoidance of doubt, termination of this Agreement for any reason shall not release the Client from its obligation to pay the full Fees agreed in the Sales Order for the entire Term. The Client shall remain liable for, and shall immediately pay upon termination, the total Fees for the remainder of the Term, including the full Minimum Annual Commitment for each Annual Period that has commenced or would have commenced but for the termination, as if the Agreement had continued to its natural expiry. No refund of any prepaid Fees shall be made and no reduction of any outstanding Fees shall be permitted.

21. FORCE MAJEURE

"Force Majeure Event" means any event beyond the reasonable control of a Party including, but not limited to, the following: acts, events, omissions, or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes, cyberattacks, regulatory changes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic, or default of sub-contractors, to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event to perform its obligations in accordance with the terms of the Agreement. For the avoidance of doubt, unavailability, interruption, or degradation of third-party hosting, cloud, telecommunications, or infrastructure services outside Provider's reasonable control shall constitute a Force Majeure Event.

If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force

Majeure Event. A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under the Agreement must promptly notify the other Party and inform the other Party of the period for which it is estimated that such failure or delay will continue. A Party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event. No Force Majeure Event shall excuse Client from paying the Fees agreed herein.

22. NOTICES

Any notice required or permitted to be given under the terms hereof shall be deemed valid only if rendered in writing, irrespective of whether or not it is explicitly referred to as "written notice" within the context of this Agreement, and shall be transmitted via electronic mail, utilizing the contact information as specified in the Agreement or as subsequently modified by either Party. Any changes to a Party's contact details for notice purposes must be communicated to the other Party through a formal written notice of update, thereby adjusting the previously designated recipient information for subsequent notices. Upon receiving a notice via electronic mail, the recipient Party is obligated to affirmatively acknowledge receipt of such notice by way of a return electronic mail. Such acknowledgment should be issued promptly and must occur within two (2) Business Days from the receipt of the original notice.

If the receiving Party fails or refuses to acknowledge receipt within the required timeframe, the notice shall be deemed received on the date of transmission, provided the sender can demonstrate successful delivery (e.g., transmission confirmation or server logs). Client shall ensure that Provider is kept updated with current administrative, technical, and billing contact details at all times.

For any contractual notices, the Client shall communicate with Provider at: sales@shuftipro.com.

23. MISCELLANEOUS

Neither Party shall assign, transfer or otherwise deal with its contractual rights and/or obligations under the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Provider may assign the entirety of its rights and obligations under the Agreement to any affiliate of Provider or to any successor, all or a substantial part of the business of Provider from time to time. Client shall not assign the Agreement, whether in whole or in part, to any competitor of Provider. No breach of any provision of the Agreement shall be waived except with the express written consent of the Party not in breach. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement. In the event that any provision of this Agreement is adjudicated by any court or competent authority to be invalid, illegal, or unenforceable in any respect, the remainder of this Agreement shall continue in full force and effect, notwithstanding the invalidity, illegality, or unenforceability of any such provision. Should any provision of this Agreement be deemed invalid, illegal, or unenforceable, and would it become valid, legal, and enforceable if a portion thereof were excised, then such portion shall be considered severed from this Agreement for the purpose of preserving the validity, legality, and enforceability of the remainder of the provision. The parties hereby agree that such remaining provisions shall be modified to the minimum extent necessary to render them valid, legal, and enforceable while preserving their original intent. This Agreement is intended solely for the benefit of the parties hereto and shall not be construed to confer any rights or remedies upon any third-party beneficiary. The exercise by the parties of their respective rights under this Agreement shall not be contingent upon the consent or approval of any third party. Amendments to this Agreement are valid only if made in writing and signed by duly authorised representatives of both parties. No oral or unilateral modification, alteration or waiver of any of the terms contained herein shall be binding on either Party. A written amendment must be executed with the same formality as this Agreement to be effective and incorporated herein. Notwithstanding the foregoing, Provider may update these terms where required to comply with changes in law or regulatory obligations, provided that Client is notified of such updates. This Agreement shall constitute the

entire agreement between the parties in relation to the subject matter, and shall supersede all previous agreements, arrangements, and understandings between the parties in respect of the subject matter. Neither Party shall have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement. The headings of the Clauses herein are for reference only and shall not affect the interpretation of any of the terms of the Agreement. References in the Agreement to "calendar months" are to the twelve (12) named periods into which a year is divided. Nothing in this Agreement creates any partnership, joint venture, fiduciary, or agency relationship between the Parties, and neither Party has authority to bind the other.

24. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or relating to this Agreement shall be finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), with one arbitrator, in London, England, and in English. The decision shall be final and binding. Nothing in this Clause shall prevent Provider from seeking urgent or interim injunctive or equitable relief before the courts of England and Wales. For any interim measures or enforcement, the parties agree to the exclusive jurisdiction of the courts in London, England. Unless the arbitral tribunal determines otherwise, each Party shall bear its own legal costs, and the LCIA administrative and tribunal fees shall be shared equally.

SCHEDULE 1 - AVAILABILITY SERVICE LEVELS

1. Uptime and Downtime: The Services will not be available during scheduled downtime and during the loading of new data. "Uptime" means the percentage of time during a given period when the Services are available at the gateway between public internet and the network of Provider. Provider will provide a minimum of seven (07) days' advance notice to Client in the event of any scheduled downtime. Provider shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime.

Services may not be available due to Permitted Occurrences. "Permitted Occurrences" means: (a) scheduled downtime; (c) failure caused by delay or interruption in telecommunications provided by the Client or by third party services outside the Provider or Client network; (d) failure caused by a Force Majeure Event; (e) deficiencies or errors in the data feeds provided by the Client; or (f) failure of the Client to develop interfaces sufficient for the receipt of the Services. To the extent that Provider Services are not available to Client due to Client's intentional, negligent or wilful misconduct in breach of the Agreement, such unavailability shall be considered excused. Provider shall be responsible for measuring uptime and shall do so using any reasonable methodology. Provider shall report each calendar month's uptime measurements to the Client in writing, only upon Client's written request, within ten (10) Business Days following such request from the Client.

2. Service Availability: Provider shall use all reasonable endeavours to ensure that the Uptime for the Services is at least ninety-nine percent (99%) during each calendar month. Calculation of Uptime availability excludes unavailability caused by Client-generated errors; scheduled or emergency maintenance; Client environment computer systems or network issues affecting connectivity or interfering with the Service; third party software, hardware or telecommunications failures, including Internet slow-downs or failures; issues related to third party domain name system errors or failures; or Force Majeure Events, a fault or failure of Provider's hosting infrastructure, any breach by the Client of the Agreement. Provider will use commercially reasonable efforts to schedule downtime for routine maintenance without significant disruption to Services.

3. Updates and Upgrades: Provider shall give the Client written notice of any security update applied to the Platform and at least ten (10) Business Days' prior written notice for any non-security update. Provider shall apply updates to the Platform as follows: third-party security updates shall be applied promptly after release by the relevant third party, unless Provider reasonably decides not to apply a particular update; the Provider's security updates shall be applied promptly after identifying the relevant security risk and completing the testing of the update; and other updates shall be applied in accordance with any timetable notified by Provider to the Client or as agreed by the parties from time to time. Provider may produce upgrades at least once in each calendar year during the Term. Provider shall give to the Client at least ten (10) Business Days' prior written notice of the application of an upgrade to the platform. Provider shall apply each upgrade to the platform within any period notified by Provider to the Client or as agreed by the parties in writing.

SCHEDULE 2 - DATA PROCESSING SCHEDULE

Provider will utilize User Information to provide verification services and similar offerings to the public, while also working to improve these services. Both parties are committed to complying with all applicable data protection laws. The Client will ensure that all necessary consents and notifications are in place to facilitate the lawful transfer and collection of personal data by Provider, on behalf of the Client, for the duration and purposes outlined in this Agreement. Provider will process personal data solely based on the documented written instructions of the Client, unless required to do otherwise by applicable laws or another legal basis.

1. Categories of Data: Provider may collect the following categories of personal information, including sensitive data, in connection with the Services:

- **Identification information:** full legal name, address, email address, and other similar identifiers.
- **Protected classifications:** including but not limited to age, gender, race, and national origin.
- **Biometric data:** such as facial characteristics and photographs.
- **Documents:** including passport, driver's license, and other identity documents, as well as self-photographs.
- **Employment information:** such as employer details or contact information.
- **Sensitive personal information:** including National ID, Social Security number, or passport number.

2. Purposes of Processing: Provider processes personal data for the following purposes:

- To perform identity verifications and/or background checks and provide services to the public for an indefinite period.
- To maintain the integrity and security of Provider's operational environment, and to identify and repair any functionality issues.
- To conduct audits or quality control.
- To deliver services to other Provider customers and the public at large.
- To enhance and improve Provider's services.
- To comply with legal obligations and respond to lawful requests from authorities.

3. Legal Basis: Provider processes personal data based on the following legal grounds:

- Consent provided by the data subject.
- Performance of a contract.
- Legitimate interests, including identity verification for third parties.
- Legal obligations.
- Defence of legal claims or in the course of an investigation.

4. Retention Periods: The Provider will retain personal data for a period of seven (7) years from the end of the provision of Services to the Client where no alternative retention instructions have been provided by the Client. Personal data will only be retained beyond this seven-year period if the Client instructs the Provider to do so, if a longer retention period is required by law, or if retention is necessary to resolve an active dispute or claim.

5. Technical and Organisational Measures: Provider will implement appropriate technical and organizational measures to protect personal data from unauthorized or unlawful processing, as well as accidental loss, destruction, or damage. These measures will be suitable for the nature of the data and the harm that might result from a data breach, taking into account technological advancements and the costs associated with implementing these measures.

6. Transfer of Personal Data: Provider will not transfer personal data outside of the European Economic Area (EEA) unless adequate safeguards are in place. This includes ensuring that the data subject has enforceable rights and effective legal remedies. Provider will comply with applicable laws to provide an adequate level of protection for transferred data and follow any reasonable instructions provided by the Client regarding data processing.

7. Sub-processors: The Client consents to Provider appointing sub-processors to assist in personal data processing under this Agreement. Provider will remain fully liable for any actions or omissions by its sub-processors.

SCHEDULE 3 - SUPPORT SERVICE LEVELS

1. Help Desk: Provider shall make available to the Client a help desk in accordance with the provisions of this Schedule. The Client may use the help desk for the purposes of requesting and, where applicable, receiving the Support Services; and the Client must not use the help desk for any other purpose. Provider shall ensure that the help desk is accessible through email, by use of Provider's web-based chat, and, if these are not available, through telephonic (or Skype) call. The Provider shall ensure that the help desk is operational and adequately staffed during Business Hours. In addition, the Provider shall provide telephone number for the Client to report critical issues outside of Business Hours. The Client shall ensure that all requests for Support Services that it may make shall be made through the help desk.

2. Response and Resolution: Issues raised through the Support Services shall be categorized as follows:

- Urgent: Services are inoperable, or a core function of the Services is unavailable;
- Normal: A core function of the Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Services is significantly impaired.

Provider shall determine, acting reasonably, into which category an issue fall. Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable/timeline for action in relation to the request.

4. Support Levels:

Support Type	Response Time (within Business Hours)		Resolution Time (within Business Days)
Basic	Normal	16	3
	Urgent	8	
Priority	Normal	8	2
	Urgent	4	
Premium	Normal	4	1
	Urgent	2	

5. Limitations on Support Services: Regardless of the Support Type the Client has opted for, the total Business Hours spent by the personnel of the Provider providing the Support Services during any calendar month exceeds twenty (20) then:

- Provider will cease to have an obligation to provide Support Services to the Client during the remainder of that calendar month;
- Provider may agree to provide Support Services to the Client during the remainder of that calendar month, but the provision of those Support Services may be subject to additional Charges.

Provider shall have no obligation to provide Support Services in respect of any issue caused by the improper use of the Services by the Client and/or any alteration to the Services made without the prior consent of Provider.