

CYGNETISE LIMITED

TERMS & CONDITIONS OF SERVICES

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. THESE TERMS

1.1 These terms and conditions (including all terms incorporated by reference) (“Terms”) are a legally binding contract between you and Cygnetise Limited (“Cygnetise,” “us,” “we,” or “our”) regarding your use of services we supply to you (“Services”), in particular the provision of an electronic web interface facilitating authorised signatory management utilising various technologies. References to “Customer,” “you”, and “your” refer to the individual, company, or other entity that accepts these Terms, by executing an ordering document provided to you by us (the “Contract Schedule”), placing an order using online functionality Cygnetise makes available like clicking a box, creating an Account with us (as defined in clause 3), or otherwise affirmatively accepting these Terms through another means Cygnetise offers you.

1.2 Please read these Terms carefully before you enter into a contract with us for our Services. These Terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you are not eligible, or do not agree to the terms and conditions of these Terms, then you do not have our permission to use the Services. Your use of and our provision of the Services to you, constitutes an agreement by Cygnetise and by you to be bound by this these Terms. Further, by using the Services, you are deemed to have read, warrant, agree to and accept these Terms in full.

1.3 If you are entering into a contract with us on behalf of another party, you hereby represent and warrant to us that you have been fully empowered by such party to enter into that contract on their behalf and that all necessary action to authorise you entering into that contract by you on their behalf has been taken by such party. All references to “you” throughout both these Terms and all items listed under clause 1.4 below shall therefore be deemed to include such party. If you are accepting these Terms on behalf of a company or other entity and an authorized representative of the entity has already accepted these Terms on behalf of the entity or entered into a separate agreement regarding the use of the Services (“Separate Agreement”) prior to the date upon which you accept these Terms (“Effective Date”), these Terms will not apply to you and your and the entity’s rights and obligations with respect to the Service will at all times be governed by, and subject to, the Separate Agreement.

1.4 Please note that the Services we provide to you are also subject to our GDPR Data Processing Addendum (the “DPA”), available at <https://www.cygnetise.com/gdpr-addendum>, which is incorporated into these Terms by reference and forms part of these Terms.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Cygnetise Limited a company registered in England and Wales. Our company registration number is 10205661 and our registered office is at 4th Floor, 21 Godliman Street, London, England, EC4V 5BD. You can contact us by writing to us at support@cygnetise.com.

2.2 If we have to contact you, we will do so by telephone or by writing to the designated contact as agreed in the Contract Schedule or as otherwise provided to us by you. Other employees within your organisation maybe contacted for various reasons. Such reasons could include support and invoice processing.

3. REGISTERING AN ACCOUNT WITH US

- 3.1 In order to access most features of the Services you must create an account (“Account”). When you register for an Account, you may be required to provide us with some information about yourself and/or the party on behalf of whom you enter into these Terms.
- 3.2 You hereby represent and warrant that the information you provide for opening an Account with us is, at the time of the application, complete, accurate, current and not misleading and that any further information requested by us is complete, accurate, current and not misleading in all material respects.
- 3.3 When you register for an Account, you may be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your Account. If you believe that your Account is no longer secure, then you should immediately notify us at support@cygnetise.com.

4. OUR RIGHTS TO MAKE CHANGES

- 4.1 Cygnetise reserves the right to modify or discontinue all or any portion of the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to you. Cygnetise will have no liability for any change to the Services, including any paid-for functionalities of the Services, or any suspension or termination of your access to or use of the Services.
- 4.2 Without limiting the foregoing, we may change the Services:
 - (a) to reflect changes in relevant laws and regulatory requirements, as and when this becomes necessary, at which point we will endeavour to explain the differences to you in full; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat.
- 4.3 In addition, we may make more significant changes to these Terms or the Services, but if we do so we will notify you in advance of doing so and you may then contact us to end the contract before the changes take effect and receive a refund for the period after you end the contract. We may require that you accept modified Terms in order to continue to use the Services. If you do not agree to the modified Terms, then you should discontinue your use of the Services. Except as expressly permitted in this clause 4.3, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

5. PROVIDING THE SERVICES; SUSPENSION

- 5.1 Only Customer’s authorized users (“Users”) may access and use the Services. Each User must keep its log in credentials as issued and/or managed by Customer (“Log-in Credentials”) confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with these Terms and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by Cygnetise’s breach of these Terms). Customer will promptly notify Cygnetise if it becomes aware of any compromise of any Log-in Credentials.
- 5.2 We may have to temporarily restrict access to your Account to:
 - (a) deal with technical problems or make minor technical changes;
 - (b) update the Services to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the Services as requested by you or notified by us to you (see clause 4); or
 - (d) if Cygnetise determines in good faith that Customer has violated these Terms, including clause 7 (Prohibited Conduct) or that such restriction is otherwise necessary to avoid possible harm to Cygnetise’s, Customer’s, or any third party’s property, systems, or information.
- 5.3 Where practical, we will endeavour to contact you in advance to tell you we will be restricting access to your Account, unless the problem is urgent or an emergency.

Cygnitise may suspend or terminate access to the Services, including fee-based portions of the Services, for any Account for which any amount is due but unpaid. In addition to the amount due for the Services, a delinquent Account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

6. LICENSES

- 6.1 Limited License. Subject to your complete and ongoing compliance with these Terms and any terms in the Contract Schedule, Cygnitise grants you, solely for your personal, use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services during the term of the Contract Schedule.
- 6.2 Feedback. We respect and appreciate the thoughts and comments from our customers. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Services (“Feedback”), then you hereby grant Cygnitise an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.
- 6.3 Ownership; Proprietary Rights. The Services are owned and operated by Cygnitise. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services provided by Cygnitise (“Materials”) are protected by intellectual property and other laws. All Materials included in the Services are the property of Cygnitise or its third-party licensors. Except as expressly authorized by Cygnitise, you may not make use of the Materials. There are no implied licenses in these Terms and Cygnitise reserves all rights to the Materials not granted expressly in these Terms.
- 6.4 Use of Customer Data. Customer grants Cygnitise the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide the Service; (b) derive or generate Usage Data; (c) create and compile Aggregated Data; and (d) as otherwise required by applicable laws or as agreed to in writing between the parties. “Customer Data” means any data or information that: (a) Customer (including its Users) submits to the Services, including from third-party platforms; and (b) is collected, accessed, used, disclosed, transferred, transmitted, stored, hosted, or otherwise processed by Cygnitise to provide the Services to Customer. “Usage Data” means information generated from the use of the Services, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer’s use of the Services, but excluding any identifiable Customer Data. “Aggregated Data” means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual. Cygnitise may process Usage Data and Aggregated Data for internal business purposes to: (a) track use of Services for billing purposes; (b) provide support for Services; (c) monitor the performance and stability of the Services; (d) prevent or address technical issues with the Services; (e) to improve Services, its other products and services, and to develop new products and services; and (f) for all other lawful business practices, such as analytics, benchmarking, and reports. Customer is responsible for its Customer Data, including its content and accuracy, and will comply with all applicable laws when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Cygnitise to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process the Customer Data set forth in these Terms without violating or infringing third-party rights, applicable laws, or terms or policies that apply to the Customer Data.
- 6.5

7. PROHIBITED CONDUCT

You will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Services to a third party (other than Users); (b) resell the Services to third parties without Cygnetise's written consent; (c) use the Services to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public software components to the Services, except to the extent expressly permitted by applicable law (and then only with prior notice to Cygnetise); (e) modify or create derivative works of the Services or copy any element of the Services; (f) remove or obscure any proprietary notices in the Services; (g) publish benchmarks or performance information about the Services; (h) interfere with the operation of the Services, circumvent any access restrictions, or conduct any security or vulnerability test of the Service; (i) transmit any viruses or other harmful materials to the Services; (j) take any action that risks harm to others or to the security, availability, or integrity of the Services; or (k) access or use the Services in a manner that violates any applicable law.

8. TERMINATION

8.1 Without affecting any other right or remedy available to it, either party may terminate the Contract Schedule and these Terms with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term these terms or the Contract Schedule and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against,

the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1(c) to clause 8.1(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

8.2 If you terminate these Terms because we have told you about an upcoming change to the Terms which you do not agree to (see clause 4.3), we will refund a pro-rata amount for unused sums pre-paid by you in respect of the unexpired period after you terminate the Terms.

8.3 Upon expiration or termination of the Contract Schedule and these Terms, Customer's access to and Cygnetise's obligations to provide the Services will cease. During the term of the Contract Schedule, Customer may export its Customer Data using the export features of the Services. Upon expiration or termination of the Contract Schedule, Cygnetise will be under no obligation to store or retain the applicable Customer Data and may delete the applicable Customer Data at any time in its sole discretion.

8.4 These clauses survive expiration or termination of the Contract Schedule and these Terms: 1, 6.4, 7, 8.3, 12, 13, and 14.

9. HOW TO END THE CONTRACT WITH US

9.1 To end the contract with us (to the extent permitted under the Contract Schedule or these Terms), please let us know by emailing us at support@cygnetise.com. Please provide your Account number, name, address, your phone number and email address and reason for wishing to end the contract.

9.2 If you are entitled to a refund under these Terms, we will provide you with the refund by the method you used for payment as soon as possible.

9.3 We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 30 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

10. IF THERE IS A PROBLEM WITH THE SERVICES

If you have any questions or complaints about the Services and/or Cygnetise's products, please contact us. You can contact our customer service team by writing to us at support@cygnetise.com.

11. PRICE AND PAYMENT

11.1 The price of the Services and/or the Cygnetise's products (which includes VAT) will be the price indicated in the Contract Schedule or other written agreement between us.

11.2 If the rate of VAT changes between your application date and the date we supply the Services and/or Cygnetise's products, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

11.3 We will invoice you in advance for the Term. Our invoice will be issued to you for payment in full immediately before the opening of your Account. All subsequent invoices will be issued 30 days in advance of the expiry of the current Term for payment in full within that 30 day period. If such subsequent invoice is not settled in full by the expiry of that 30 day period, we will renew your Account for a further 30 day period but will suspend your access to your Account until such

subsequent invoice has been settled in full. If such subsequent invoice remains outstanding after this further 30 day period, your Account will be closed and all Customer Data will no longer be accessible.

11.4 You expressly agree and acknowledge that banks have cut-off times, after which they will not accept same-day payment instructions. It is your sole responsibility to make yourself aware of, and where necessary comply with, any applicable cut-off time.

11.5 You must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11.6 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

12.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

12.2 Subject to clause 12.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any special, indirect or consequential loss, costs, damages, charges or expenses arising under or in connection with the Services or these Terms; and
- (b) our total liability to you for all other losses arising under or in connection with the Services or these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total fees paid under these Terms during the 12 months immediately preceding the date on which the claim arose.

12.3 Except as expressly set forth in these Terms all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and the Services are provided to the Customer on an "as is" basis. Cygnetise 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 Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

12.4 We do not warrant that:

- (a) your use of the Services will be uninterrupted or error-free;
- (b) that the Services, documentation and/or the information obtained by you through the Services will meet your requirements; or
- (c) the Services will be free from corruption, attack, viruses, interference, hacking or other security intrusion and we disclaim any liability relating thereto.

12.5 You shall defend, indemnify and hold harmless Cygnetise against claims, actions, proceedings,

losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services and/or related documentation. Cygnetise will provide you prompt notice of any such claim and will provide reasonable cooperation in the defence and settlement of such claim, at your expense; and you shall be given sole authority to defend or settle the claim.

13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; provided, that the disclosing party provides the other party prior written notice so that the other party may seek protections for its confidential information.
- 13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 13.4 For the avoidance of doubt, this clause 13 shall not apply to any "personal data" or an analogous term under applicable laws regarding privacy, security, or data protection processed by Cygnetise on behalf of Customer, which shall be governed by the DPA.

14. OTHER IMPORTANT TERMS

- 14.1 Cygnetise may use your name, logo, and trademark ("Marks") for the purposes of marketing, including the publication of the Marks on our website unless you opt out in writing to support@cygnetise.com. Customer hereby grants Cygnetise a non-exclusive, royalty free, fully paid license to use the Marks for the purposes set forth in this Section 14.1.
- 14.2 Assignment. Neither these Terms nor any rights or responsibilities hereunder may be assigned novated, delegated, or otherwise transferred by you without the prior written consent of Cygnetise. Cygnetise may transfer or assign these Terms to an affiliate or to the successor entity in the event of a merger, stock sale, or sale of substantially all assets. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- 14.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 14.4 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.5 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be

extended accordingly. If the period of delay or non-performance continues for sixty days, the party not affected may terminate this agreement by giving thirty day's written notice to the affected party.

- 14.6 These Terms (together with the DPA and the Contract Schedule) contains the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the parties regarding the subject matter. No variations, modifications or changes will be effective unless they are in a writing signed by authorised representatives of the parties. No waiver of a breach of any provision of this Agreement by either party will constitute a waiver of any subsequent breach of the same or any other provision here-of, and no waiver will be effective unless made in writing and signed by a duly authorised representative of the waiving party.
- 14.7 Which laws apply to this contract and where you may bring legal proceedings. Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 14.8 Any notice given to a party under or in connection with these Terms or the Contract Schedule shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.