

1. Definitions

Subject to any explicit contrary provisions within the Agreement, the following shall apply:

1.1. Applicable Laws: All laws, rules, regulations, treaties, and similar governmental obligations, including local, national and multinational laws, that are applicable to the party as the context requires;

1.2. Client: The client listed in the applicable Sales Order, acting as a Controller herein;

1.3. Force Majeure Event: Any event beyond the reasonable control of a party (including a party's Affiliates and/or subcontractors) including, but not limited to, the following: acts, events, omissions, or accidents beyond its reasonable control, including, without limitation, lock-outs, or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, 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;

1.4. Platform: means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

2. Purpose

Service Acquisition: The Client seeks to engage the Provider for the provision of services (hereinafter referred to as the "Services") as outlined in the Qualifying Services

Particulars, which are attached here to as.

Schedule-1.

2.2. Scope of Services: The Provider agrees to deliver services to the Client in the domains of information technology solutions and information security services, with further details specified in the Qualifying Services Particulars.

3. Qualifying Services

3.1. The Client must place an order for Qualifying Services by submitting a Sales Order (SO).

3.2. Provider is responsible for drafting the SO, ensuring that it accurately details the service type, specifications, pricing structure, billing method, and any applicable terms or conditions relevant to the order.

3.3. Binding Agreement: The SO shall only take effect and become legally binding once it has been duly signed by both parties.

3.4. Security Measures: The Client is required to implement appropriate security protocols to prevent unauthorized individuals from accessing the Qualifying Services.

3.5. Proper Use of Services: The Client must not engage in any actions that could result in damage, degradation, or impaired functionality of the Qualifying Services or the Platform.

3.6. Prohibited Uses: The Client is strictly prohibited from using the Qualifying Services:

- a. In any manner that is unlawful, fraudulent, harmful, or in violation of any regulations.
- b. For any activities that support or facilitate illegal, deceptive, or malicious purposes.

3.7. License Grant: Subject to the terms of this Agreement, the Provider grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for the Term. The license allows the Client to access and use the Qualifying Services via a Supported Web Browser solely for identity and document verification of its customers, in accordance with the Documentation.

3.8. License Restrictions: Unless expressly permitted under this Agreement, the limited license granted by the Provider is subject to the following restrictions:

- a. The Client is prohibited from sublicensing its access rights or allowing unauthorized individuals to use the Qualifying Services.
- b. The Client may not republish, redistribute, or share any content or material from the Qualifying Services.
- c. The Client is not allowed to modify, alter, or attempt to tamper with the Platform.

3.9. Renewal Conditions: If the Client has violated any terms of this Agreement during the Term, any potential renewal of services shall be subject to the Provider's explicit written approval.

3.10. Data Responsibility: The Client acknowledges that the Provider is not liable for any data transmitted to or through the Qualifying Services. The Client must use the Qualifying Services solely for authorized and legal purposes, in full compliance with all applicable laws, regulations, and any acceptable use policies the Provider may implement.

3.11. Software Access Restriction: For the avoidance of doubt, the Client is not granted any rights to access or view any software code associated with the Qualifying Services, including but not limited to object code, intermediate code, and/or source code, either during or after the Term.

4. Intellectual Property

4.1. Ownership of Intellectual Property: All Intellectual Property Rights associated with the Qualifying Services and Documentation are, and shall continue to be, the sole property of the Provider. The Client does not acquire any rights, ownership, or interests in the Software, Documentation, or Services beyond the limited usage rights explicitly granted under this Agreement.

4.2. No Additional Rights Granted: This Agreement does not confer upon the Client any ownership rights—whether registered or unregistered—over any patents,

copyrights, database rights, trade secrets, trade names, trademarks, or any other intellectual property or licenses associated with the Services or Documentation.

4.3. Restrictions on Use:

The Client agrees not to:

- a. Alter, replicate, decompile, disassemble, reverse-engineer, or engage any third party to modify or reverse-engineer the Provider's software, technology, or services;
- b. Transfer, sublicense, sell, lease, rent, or otherwise make available any of the Provider's Intellectual Property Rights to third parties;
- c. Breach any license terms or restrictions outlined in this Agreement;
- d. Utilize the Services to introduce or transmit any malicious software, viruses, or harmful code;
- e. Disrupt, compromise, or degrade the performance or integrity of the Services, Provider's infrastructure, or third-party data hosted within the system;
- f. Modify, remove, relocate, or tamper with any proprietary tags, codes, or identifiers embedded in the Services.

4.4. Misappropriation and Competitive Use: The Client shall not misappropriate, claim ownership, or make unauthorized use of the Provider's software, technology, or other proprietary services. Furthermore, the Client is prohibited from facilitating, permitting, or enabling any third party to utilize the Services to develop competing products or solutions.

4.5. Retention of Rights: Except for the limited rights explicitly granted to the Client, the Provider retains all ownership, intellectual property, and proprietary rights over its technology and Services.

4.6. Limited License Rights: The Client acknowledges and agrees that any rights conferred under this Agreement concerning the Provider's Intellectual Property, technology, and Services are strictly limited to those explicitly outlined in the license grant provisions.

4.7. Prohibition on Ownership Claims: At no point shall the Client assert ownership, exclusive rights, or proprietary control over the Provider's technology, platform, or Services.

4.8. Intellectual Property of Customizations: Any Customizations developed, designed, or implemented under this Agreement shall remain the exclusive property of the Provider. The Client shall have no claim to any intellectual property rights related to such developments.

4.9. Restriction on Modifications: The Client shall not alter, adapt, or modify the Provider's Intellectual Property Rights in any manner. Should any modifications, enhancements, corrections, or extensions be made, all resulting intellectual property rights shall automatically belong to the Provider. The Client hereby irrevocably assigns all rights, present and future, over such modifications to the Provider and agrees to execute any necessary documents to formalize this transfer.

4.10. Attorney-in-Fact Authorization: In the event that the Client is unwilling or unavailable to execute the necessary assignment documentation, the Client hereby designates the Provider as its attorney-in-fact, authorizing the execution of all necessary assignments on its behalf.

4.11. Additional Prohibitions: The Client shall not:

- a. Misappropriate or claim any Provider-owned software, technology, or proprietary services;
- b. Enable, facilitate, or assist third parties in using the Services to develop competing products or solutions;
- c. Utilize or modify any of the Provider's Intellectual Property Rights unless explicitly authorized in a signed written agreement by the Provider.

5. Additional Client Obligations

5.1. Cooperation and Compliance: Unless otherwise agreed in writing, the Client shall provide the Provider with all necessary cooperation, support, guidance, and relevant documentation as reasonably required to ensure adherence to all applicable laws, including but not limited to data protection regulations. The Client shall also ensure the timely procurement of any third-party cooperation required for compliance.

5.2. System Compatibility and Maintenance: The Client is responsible for ensuring that its systems, infrastructure, and software are compatible with and capable of supporting the Qualifying Services.

5.3. Restrictions on Resale and White-Labeling: The Client shall not white-label, resell, or falsely represent the Qualifying Services as its own, unless explicitly agreed upon in writing with the Provider. Any such agreement shall be subject to discussions, negotiations, and additional terms set forth by the Provider.

5.4. Compliance with Legal and Ethical Standards: The Client shall:

- a. In accordance with applicable laws, inform third parties about the collection, processing, and sharing of their data with the Provider and its associated processors;
- b. Obtain and maintain valid consents for the Provider to process third-party data, ensuring alignment with the Client's privacy policy or other legal requirements;
- c. Refrain from using the Services for any unlawful, inappropriate, offensive, or fraudulent activities, including but not limited to sending unsolicited communications, distributing malicious code, infringing third-party rights, or engaging in deceptive practices;
- d. Bear responsibility for the actions of its employees, consultants, and agents when utilizing the Qualifying Services;
- e. Ensure that the Qualifying Services are used in full compliance with all applicable laws and regulations.

6. Service Fee

6.1. Payment for Services: In exchange for the Provider's performance of the agreed-upon services, in accordance with the terms and conditions set forth in this Agreement, the Client agrees to compensate the Provider by paying a Service Fee.

7. Term

7.1. Duration and Renewal: This Agreement shall take effect on the Effective Date specified in the Sales Order (SO) and shall remain in full force and effect for the duration stated therein. Unless terminated in accordance with the provisions of this Agreement, it shall automatically renew for a period equal to the original Term, unless otherwise specified in the SO or terminated earlier as per the conditions set forth in this Agreement.

8. Payments

8.1. The Client agrees to pay fees set forth in the SO in accordance with the payment terms set out in this Agreement and SO.

8.2. The Fee will be invoiced as set forth in the applicable SO according to the agreed Payment Method which the Client shall pay to the Provider within a period of seven (7) days following the issue of an invoice by the Provider.

8.3. The Client hereby acknowledges and agrees that, in the event of pre-paid billing, any residual or unprocessed funds remaining in the Client's account on the final day of each Term shall be subject to automatic expiration upon the conclusion of said Term.

8.4. The Client explicitly acknowledges and accepts that no reimbursement or credit shall be forthcoming in relation to such unused or unprocessed balance, and no used verification shall be rolled over to the next term.

8.5. In the event that the Client fails to remit the amount owed to the Provider in accordance with terms of this Agreement, for any reason whatsoever, including situations where an invoice dispute arises between either party, the Provider is entitled to take the following actions:

- a. The Provider may impose a per annum interest charge of ten (10) percent above the prevailing base rate set by the Bank of England, compounded daily until the date of actual payment, and further compounded at the end of each calendar month.
- b. The Provider may pursue interest and statutory compensation from the Client as permitted by the Late Payment of Commercial Debts (Interest) Act 1998.

c. The Provider may suspend the provision of Services until such time as the Client fulfils their payment obligations, including any outstanding charges and accrued interest, or until a written resolution has been mutually agreed upon by the parties.

8.6. The Client acknowledges that any suspension does not absolve or diminish their responsibility to settle any outstanding Charges.

9. Representations and Warranties

9.1. General Representations: Each party, acting in good faith, affirms and warrants to the other that, to the best of its knowledge:

a. The signatory executing this Agreement on behalf of the respective party has the requisite legal authority and capacity to enter into this Agreement;

b. This Agreement neither currently nor in the future conflicts with any existing agreements previously executed by the respective party; and

c. The party either fully owns or holds valid and enforceable licensing rights to all its Brands, which are necessary to grant the licenses outlined in this Agreement.

9.2. To the fullest extent permitted under applicable laws, both parties expressly disclaim any representations, guarantees, or warranties, whether express or implied, related to this Agreement. This includes, but is not limited to, any implied assurances of satisfactory quality, fitness for a particular purpose, and the exercise of reasonable skill and diligence.

9.3. The Provider makes no guarantees or assurances regarding the use, effectiveness, outcomes, or benefits of the Services, nor does it warrant any information provided under this Agreement unless explicitly stated herein. Furthermore, no employee or representative of the Provider is authorized to modify, amend, or override the representations, warranties, or any conditions set forth in this Agreement.

9.4. If any party breaches the representations and warranties stated herein (excluding fraudulent misrepresentation), the sole and exclusive obligation of the breaching party shall be to make commercially reasonable efforts to remedy such breach promptly.

9.5. The Provider represents and warrants that:

- a. It shall comply with all relevant legal and regulatory requirements necessary to exercise its rights and fulfill its obligations under this Agreement;
- b. The Platform will be equipped with security measures aligned with recognized industry best practices; and
- c. When the Client utilizes the Qualifying Services in accordance with this Agreement, such use will not violate any applicable laws, regulations, or Intellectual Property Rights of any third party under English law or any other applicable jurisdiction.

9.6. The Client acknowledges and agrees that:

- a. The Client assumes full responsibility for its use of the Qualifying Services, and the Provider does not warrant that the Services will fully meet the Client's requirements or operate without interruption or errors.
- b. The Qualifying Services and all associated elements are provided on an "as is" and "as available" basis, without warranties of any kind. The Provider explicitly disclaims all express, implied, or statutory warranties, including but not limited to merchantability, fitness for a particular purpose, accuracy, non-infringement, and quiet enjoyment. No oral or written guidance from the Provider or its affiliates shall be considered a warranty.
- c. The Client understands that complex software may contain defects, vulnerabilities, or bugs. The Provider does not warrant that the Qualifying Services will be entirely secure or free of such issues, nor does it guarantee immediate rectification.
- d. The Qualifying Services are designed to work solely with the software and systems explicitly specified as compatible in the Qualifying Services Specification. The Provider does not warrant compatibility with other software or systems.
- e. The Provider cannot guarantee 100% accuracy in results or adherence to a specific verification timeframe. Variations may occur due to system load, document clarity, or external factors.
- f. Payment of fees remains independent of Client's use or non-use of the Qualifying Services. All agreed fees are non-refundable, non-cancellable, and irrevocable, except as explicitly stated in the SO.
- g. The Client acknowledges that it has had the opportunity to seek independent legal counsel regarding this Agreement, has read and understood it, and voluntarily agrees to its terms without coercion.

h. The Client warrants that any Client Personal Data shared with the Provider for processing under this Agreement will not infringe upon the Intellectual Property Rights or legal rights of any third party, nor will it violate any applicable laws or regulations.

9.7. The Client acknowledges that in disclosing Personal Data of its consumers or end-users to the Provider for processing, it bears the exclusive responsibility of securing explicit consent from such individuals. The Client also commits to ensuring full compliance with all relevant data protection laws before transmitting such Personal Data to the Provider. To that end, the Client shall implement and enforce a privacy policy that aligns with applicable legal standards.

9.8. All representations and warranties related to this Agreement are explicitly stated herein. Neither party shall be bound by any representations or assurances that are not expressly set forth within the four corners of this Agreement.

10. Confidentiality

10.1. Both parties recognize and agree that during the course of discussions, negotiations, and execution of this Agreement, they may gain access to or be exposed, directly or indirectly, to proprietary and Confidential Information belonging to the other party. Such Confidential Information may include, but is not limited to, trade secrets, software code, algorithms, methodologies, technical processes, business strategies, pricing structures, product details, operational procedures, employee and customer information, market insights, financial data, and any other information that a reasonable person would consider confidential in nature.

10.2. Both parties shall:

- a. Maintain the Confidential Information of the other party in strict confidence, employing at least the same level of care as they use to safeguard their own confidential data of a similar nature;
- b. Refrain from disclosing the Confidential Information of the other party to any third party unless prior written consent is obtained, and in such cases, only under confidentiality conditions mutually agreed upon;

- c. Act in good faith to protect the Confidential Information from unauthorized access, use, or disclosure; and
- d. Use the Confidential Information solely for the purposes for which it was disclosed and not for any other reason, including commercial advantage or competitive purposes.

10.3. The Receiving Party may disclose the Disclosing Party's Confidential Information only to its authorized employees, officers, legal advisors, insurers, agents, and subcontractors who require access to fulfill their duties under this Agreement. Such disclosures must be subject to written agreements or confidentiality obligations that mandate strict protection of the disclosed information.

10.4. The obligations of confidentiality shall not apply where the Receiving Party can demonstrate that:

- a. The Confidential Information was lawfully obtained from a third party without any breach of confidentiality obligations;
- b. The information was already in the public domain or later became publicly available through no fault of the Receiving Party; or
- c. The information was independently developed or acquired by the Receiving Party without reliance on or reference to the Disclosing Party's Confidential Information.

10.5. If either party is legally required to disclose Confidential Information under applicable law, governmental order, or regulatory authority, such disclosure shall be permissible only to the extent mandated. The Receiving Party shall, where legally permissible, provide the Disclosing Party with prior written notice to allow for protective measures to be taken.

10.6. Upon termination of this Agreement, or upon written request by the Disclosing Party, the Receiving Party shall immediately cease using and return or securely destroy all Confidential Information in its possession, including any electronic or hard-copy records, subject to compliance with any applicable legal or regulatory requirements regarding data retention.

10.7. The confidentiality provisions of this Agreement shall remain in full force and effect indefinitely following the termination or expiration of this Agreement.

10.8. Neither party shall make public disclosures regarding the existence or content of this Agreement, including but not limited to media releases, statements, or public

announcements, without the express prior written consent of the Provider. Such consent shall not be unreasonably withheld or delayed.

11. Use of Material

We reserve the right to feature client logos, testimonials, and partnerships on its website, marketing materials, and social media platforms. Clients may request exclusion from promotional use by contacting support@thekyb.com.

12. Third Parties' Services

12.1. The Client expressly consents to the integration of the Qualifying Services with third-party services to enable a broader and more comprehensive functionality of the Qualifying Services.

12.2. The Provider reserves the absolute right to modify, suspend, or discontinue any third-party integrations at its sole discretion, without prior notification to the Client.

12.3. Client acknowledges and agrees that the integration of third-party services may necessitate the transmission of Client Data from the Qualifying Services to the respective third-party providers.

13. Data Protection and Processing

13.1. Each party shall comply with all applicable data protection laws in relation to the processing of Personal Data as governed by this Agreement. The Provider shall only process Client Data in strict accordance with the documented instructions provided by the Client, as outlined in this Agreement or any additional written agreements mutually established by the parties.

13.2. Notwithstanding any other provision of this Agreement, the Provider may process Client Data if required by law. In such cases, the Provider shall inform the Client of the legal requirement before processing, unless such notification is restricted by legal or regulatory obligations in the public interest.

13.3. The Client warrants that it has the legal authority to disclose all Personal Data submitted to the Provider under this Agreement. The Client further agrees to provide only Personal Data relating to data subjects that fall within the defined categories and types set forth in the Sales Order (SO), and the Provider shall process such data solely in alignment with the purposes outlined in this clause.

13.4. The Provider shall limit the retention of Client Data strictly to the Term of this Agreement, and no longer than thirty (30) days following its termination, except as otherwise provided in this Clause.

13.5. The Provider shall ensure that any personnel or third parties authorized to process Personal Data are bound by confidentiality obligations, whether through contractual or statutory means.

13.6. Both the Provider and the Client shall implement adequate technical and organizational security measures to safeguard Client Data against unauthorized processing, loss, destruction, or alteration. The specific security standards shall be determined based on industry best practices and regulatory requirements.

13.7. The Client grants prior consent to the Provider to engage third-party processors for handling Client Data. The Provider shall notify the Client at least fourteen (14) days in advance of any intended changes regarding the addition or replacement of a third-party processor. If the Client objects to such changes, it may terminate this Agreement by issuing written notice at least seven (7) days before the implementation of such changes. The Provider shall ensure that all third-party processors comply with equivalent legal obligations.

13.8. The Client acknowledges that Client Data may be processed outside the European Economic Area (EEA) as part of service delivery. The Client shall obtain any necessary consents from users or end-users to facilitate such transfers, where required by law. The Provider may also request that the Client execute a separate Data Processing Agreement (DPA) in compliance with applicable data protection laws.

13.9. The Provider shall support the Client in meeting its legal obligations related to Personal Data security, including but not limited to:

- a. Notifying supervisory authorities of Personal Data breaches,
- b. Informing affected data subjects about Personal Data breaches,
- c. Conducting data protection impact assessments,
- d. Facilitating prior consultations with regulatory authorities where required,
- e. Responding to requests from data subjects exercising their rights under applicable data protection laws.

13.10. At the Client's discretion, the Provider shall either delete or return all Client Personal Data, ensuring complete erasure of any copies unless retention is mandated by applicable law. The Client may also independently delete such data via its account settings.

13.11. Should changes to data protection laws render any provision of this Agreement non-compliant, both parties shall make reasonable efforts to amend the Agreement to align with updated legal requirements.

14. Indemnity

14.1. In the event that the Client breaches any provision of this Agreement, the Client agrees to indemnify and hold the Provider harmless from all liabilities, damages, losses, costs, and expenses incurred as a result of such breach. This includes, but is not limited to, legal fees and reasonable amounts paid to settle claims that arise directly or indirectly due to the Client's actions or omissions.

14.2. Furthermore, the Client shall:

- a. Provide any necessary assistance reasonably requested by the Provider in addressing claims or disputes related to the breach.
- b. Grant the Provider sole authority over all matters concerning the resolution of disputes, legal proceedings, negotiations, and settlements involving third parties, when required by the Provider.

c. Refrain from accepting liability or entering into any settlement agreements with third parties without obtaining prior written consent from the Provider. The Provider's obligation to indemnify the Client shall only apply if the Client complies fully with the requirements set forth in this clause.

15. Force Majeure

15.1. If an event beyond the reasonable control of either party ("Force Majeure Event") occurs, leading to a failure or delay in the performance of any obligation under this Agreement—except for payment obligations—such obligation shall be temporarily excused for the duration of the Force Majeure Event.

15.2. The affected party must promptly notify the other party upon becoming aware of a Force Majeure Event that may impact its ability to fulfill its obligations. The notice should include an estimated timeframe for resolution.

15.3. The impacted party shall take all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance as soon as feasibly possible.

15.4. Regardless of any Force Majeure Event, the Client remains responsible for fulfilling all agreed payment obligations under this Agreement.

16. Termination

16.1. Subject to all provisions outlined in this Agreement, this contract shall take full effect from the Effective Date and shall remain valid for the specified duration. Unless terminated as per the conditions stipulated herein, the Agreement shall automatically renew for an additional period equal to the original Term upon its expiration.

16.2. If either party wishes to terminate the Agreement, they must provide written notice at least thirty (30) days in advance of the intended termination date.

16.3. Either party reserves the right to terminate this Agreement for cause ("Termination for Cause") by issuing written notice to the other party within seven (7) days of

identifying a breach of the Agreement. The notice shall outline a reasonable resolution for the breach and grant the breaching party fourteen (14) days to address and rectify the violation. If the affected party fails to provide such notice within seven (7) days or if the breaching party does not remedy the issue within the fourteen (14) day period, the Agreement shall be automatically terminated.

16.4. In the event that either party declares bankruptcy, becomes insolvent, or initiates proceedings related to bankruptcy or insolvency, the Agreement shall be terminated immediately upon written notification from the other party.

17. Non-Solicitation

17.1. During the Term following the termination thereof, the Client shall not, without the prior written consent of the Provider, engage, employ, or solicit for engagement or employment any employee, subcontractor, or any other personnel associated with the Provider who has been involved in any manner, directly or indirectly, in the negotiation or performance of the Agreement.

17.2. Notwithstanding the foregoing, it is mutually agreed upon by both parties that each party may publicly advertise job opportunities in the ordinary course of business, and any such advertisement and any resulting employment or engagement shall not constitute a violation of the restrictions set forth herein.

18. Amendment/Variation

The Agreement shall remain unalterable, and no modifications or amendments shall be valid unless executed through a written instrument duly signed by or on behalf of both the parties.

19. Notices

19.1. All communications and notifications required or permitted under this Agreement shall be documented in writing, irrespective of whether expressly referred to as "written notice" in this Agreement.

19.2. Any communication or notification made by either party in relation to this Agreement shall be transmitted via email, using the contact details provided by each party, subject to updates communicated in writing to the other party.

19.3. Upon receipt of a notice sent via email from the other party, the receiving party shall promptly acknowledge its receipt via email, and in any event, within two (2) Business Days.

20. Governing Law and Jurisdiction

20.1. Agreement shall be subject to and interpreted in conformity with the laws of England and Wales.

20.2. In the event of any dispute concerning this Agreement, the courts of England and Wales shall possess sole and exclusive jurisdiction to adjudicate such matters.

21. Severability

Each covenant and provision within this Agreement shall be considered severable, distinct, and separate. In the event that any covenant or provision of this Agreement, either in whole or in part, is found to be unenforceable, such determination shall not impact or diminish the validity or enforceability of any other covenant or provision in this Agreement.

22. ASSIGNMENT AND CHANGE OF CONTROL

22.1. The Client shall not assign, transfer, charge, sub-contract, or novate this Agreement or any of its rights or obligations under it without the Provider's prior written consent.

22.2. Provider Rights: The Provider may at any time assign, transfer, novate, sub-contract, or otherwise deal with all or any of its rights or obligations under this Agreement, including without limitation in connection with a change of control, corporate restructuring, acquisition, or merger.

22.3. Brand Name and Control Changes: For any change that does not alter the Provider's legal entity (i.e., its company registration number remains the same), including changes to brand name, trading name, ownership, or shareholders, the Provider has no obligation to provide any notice whatsoever, whether prior or subsequent. The Client expressly waives any right to receive such notice.

22.4. Legal Entity Changes: If the Provider assigns or novates this Agreement to a different legal entity (resulting in a different company registration number), the Provider shall provide the Client with written notice within ten (10) Business Days after the effective date of such change. No prior consent is required. Any such assignment or novation shall be conditional upon the assignee executing a written instrument assuming all obligations of the Provider under this Agreement, including without limitation the data protection obligations set forth in Clause 13. The Client's sole remedy for any objection to such change shall be to terminate this Agreement without penalty by providing written notice within thirty (30) days of receiving the notice under this sub-clause 22.4, such termination to take effect at the end of the then-current Term.

22.5. Merger: If the Provider merges into another entity under English law where the Provider is not the surviving entity, the surviving entity shall provide written notice to the Client within thirty (30) days after the effective date of such merger.

SCHEDULE - 1

Qualifying Services Particular

This Schedule, subject to availability in the official government registries, sets out the specific services to be provided by Company under the Agreement.

1. BUSINESS VERIFICATION SERVICES

1.1. The Company will verify the identity and legitimacy of businesses by conducting the following:

- i. Validation of business registration details against official company registries, including company name, registration number, and incorporation date.
- ii. Confirmation of the legal status of the business entity (e.g., active, dissolved, or suspended).
- iii. Retrieval and verification of publicly available records such as Articles of Association, Certificates of Incorporation, and operating licenses.
- iv. Search for the company on the official registry from the data submitted by the Customer.
- v. Provide the business's contact details, including physical address, phone numbers, and website, against independent data sources

1.2. The Company may employ automated and manual review processes using proprietary and third-party databases to perform the verification.

1.3. Verified business profiles will be made accessible to the Customer for recordkeeping and compliance purposes.

2. ANTI-MONEY LAUNDERING (AML) SCREENING

2.1. The Company will perform comprehensive AML screenings in compliance with applicable regulatory requirements, including but not limited to:

- i. Sanctions List Screening: Cross-referencing businesses and associated individuals (e.g., directors, officers, and UBOs) against global sanctions lists (e.g., OFAC, UN, EU).
- ii. Politically Exposed Persons (PEP) Screening: Identifying individuals associated with political functions who may present higher compliance risks.
- iii. Adverse Media Screening: Searching for negative or high-risk media coverage that may indicate financial crime, fraud, or other illicit activities.
- iv. Watchlist Monitoring: Screening against government and private watchlists to detect high risk entities or individuals.

2.2. The AML screening process includes:

- i. Risk scoring to classify businesses or individuals based on the severity of compliance concerns.
- ii. Ongoing monitoring to detect changes in risk profiles or regulatory status.

2.3. The Customer will receive detailed reports summarizing findings, potential red flags, and recommended actions.

2.4. The Company will ensure all AML screenings are updated regularly to reflect changes in global sanctions, watchlists, and regulations.

3. ULTIMATE BENEFICIAL OWNER (UBO) IDENTIFICATION

3.1. The Company will identify and verify the UBOs of businesses as required for compliance with applicable AML and KYC regulations. This includes:

- i. Ownership Structure Analysis: Investigating the ownership chain to identify individuals or entities with significant control or stake in the business.
- ii. Document Verification: Performing KYC, the Company validates the documents for the purposes of confirming the identity of the UBOs.
- iii. Risk Assessment of UBOs: Screening UBOs for sanctions, PEP status, adverse media, and other compliance risks.

3.2. The Company will provide a detailed report outlining:

- i. Ownership structure, including visual representations where applicable.
- ii. Identification of UBOs and any associated risks or compliance issues.
- ii. Ongoing monitoring to detect changes in risk profiles or regulatory status.

3.3. The Company will ensure that UBO identification is conducted in alignment with applicable laws and regulations, including specific laws, e.g., AMLD, FATF guideline.

4. SERVICE LIMITATIONS

The Company's services are based on information available at the time of verification. The accuracy and completeness of results may depend on the availability in the government registry.

5. SERVICE UPDATES

Any updates or modifications to these services must be agreed upon in writing and appended to this Schedule.