



## ORDER FORM

This Order Form together with the attached MSA form the agreement (the "**Agreement**") that is entered between the parties listed in the table below on the Effective Date for the services described in this Order Form. This Order Form is subject to the terms of the MSA. Terms not defined in this Order Form will have the meaning given to them in the MSA. In the event of conflict between this Order Form and the MSA, this Order Form will prevail.

THE CUSTOMER	
Name	INSERT
Place of Incorporation	INSERT
Company Number	#####
Registered Address	INSERT
VAT/EIN No.	#####
Country of Tax Residence	INSERT
Contact Name	Full Name
Contact Email	name@domain.com
Contact Mobile	#####
Contact Telephone	#####
Email address for Legal notices	name@domain.com
Email address for Billing	name@domain.com
Data Protection Officer/EU Representative	[Full Name]
FRAUDFINDER	
Entity	<b>Fraudfinder LTD</b> , a company incorporated and registered in England and Wales with company number 10531940 whose registered office is at 71-75 Shelton Street, WC2H 9JQ, London, UK
Email address for Legal notices	<a href="mailto:support@Fraudfinderai.com">support@Fraudfinderai.com</a>

<b>Fraudfinder AE Name</b>	[Full Name]
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<b>DATE(S)</b>	
<b>Effective Date</b>	DD Month YYYY
<b>Go Live Date</b>	DD Month YYYY (always later date than Effective Date. It's the date the commitment to revenue and volume starts.)

**SERVICES**

Fraudfinder will for the duration of the Term in accordance with the Agreement provide and maintain the following services and collect Personal Data as follows and as further described in the [API Documentation](#) and [Guides](#):

**1.) Customer initiates a check and interacts directly with Fraudfinder:**

<b>Customer Interaction Method with Fraudfinder</b>	<b>Description</b>	<b>Personal Data Processing</b>
Application Programming Interface (API)	The API is based on REST principles and uses standard HTTP response codes to enable Customer to transmit and receive data from Fraudfinder, as further described in the API Documentation.	Categories of Personal Data: <ul style="list-style-type: none"> <li>• Customer credentials (e.g. full name, login details, and usage logs)</li> <li>• Check status / outcome and related information (e.g. Report)</li> <li>• Optional data fields selected by Customer from those technically supported and listed in the API Documentation (e.g. End-user's name)</li> <li>• Documents/images, and information describing the documents/images (as specified in the relevant Services)</li> <li>• Financial, residential, and identity information (as specified in the relevant Services)</li> <li>• Technical metadata</li> <li>• All other information processed by Fraudfinder relevant to the applicable Services</li> </ul>
Fraudfinder Portal	The Portal is a graphical user interface to Fraudfinder's API, as further described in the API Documentation.	

**2.) Where applicable, Fraudfinder collects additional information directly from End-users on behalf of the Customer:**

<b>Customer Interaction Method with Fraudfinder</b>	<b>Description</b>	<b>Personal Data Processing</b>
SDK	The SDK Provides Customer	Categories of Personal Data:

	with a drop-in set of user interface screens for web applications to allow the capture of End-user's information for the purpose of of the Services	<ul style="list-style-type: none"> <li>• Documents/images, and information describing the documents/images (as specified in the relevant Services)</li> <li>• Financial, residential, and identity information (as specified in the relevant Services)</li> <li>• Telephone number and email addresses of the End-user and their third parties (as specified in the relevant Services)</li> <li>• IP address and associated city/country level location information</li> <li>• Anonymised usage data</li> </ul>
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**3.) Fraudfinder processes the data collected in (1) and (2) above and the following data on behalf of Customer in order to provide the Services:**

Service Name	Description of Service	Personal Data Processing
Document Fraud Check	Assessing the likelihood the document provided is genuine	Categories of Personal Data: <ul style="list-style-type: none"> <li>• Financial, identity, or utility documents/images, and information describing the documents/images</li> <li>• Information extracted from the Document electronically, where possible and applicable</li> </ul>
Data Extraction	Retrieving, where possible and applicable, transactions from Documents, which Fraudfinder has standardized, categorized, merged, or aggregated; and, where possible, providing a recommendation as to the financial suitability of the End-user to access Customer services or products	Categories of Personal Data: <ul style="list-style-type: none"> <li>• Full name</li> <li>• Financial transactions</li> <li>• Account number, sort code, and account holder name</li> </ul>
Growth Add-on Package	Access to premium platform features including API access, File Archive, and Transaction Extractions. Only available if selected in the Order Form and charged as described in the Charges section and Schedule 4.	Categories of Personal Data: <ul style="list-style-type: none"> <li>• Financial, identity, or utility documents/images, and information describing the documents/images</li> <li>• Information extracted from the Document electronically, where possible and applicable</li> </ul>
Enterprise Add-on Package	Includes all Growth features, plus access to ID Checks (billed	Categories of Personal Data:

	per check), SSO Login (SAML), AI Training Opt-out, Data Deletion on request, White Labelling, and custom Fraud Blocklists. Only available if selected in the Order Form and charged as described in the Charges section and Schedule 4.	<ul style="list-style-type: none"> <li>Financial, identity, or utility documents/images, and information describing the documents/images</li> <li>Information extracted from the Document electronically, where possible and applicable</li> </ul>
ID Check	Assessing the End-user's identity. Only available to Customers with a valid Add-on Package (Growth or Enterprise), as described in Schedule 4.	<p>Categories of Personal Data:</p> <ul style="list-style-type: none"> <li>Identity document(s)/image(s), and information describing the document(s)/image(s)</li> <li>Information extracted from the Document electronically, where possible and applicable</li> </ul>
Confirmation of Payee Check	Verifying that the account name matches the account details held by the financial institution to confirm payment accuracy and prevent fraud.	<p>Categories of Personal Data:</p> <ul style="list-style-type: none"> <li>Information extracted from the Document electronically, where possible and applicable, namely full name, account or payment identifier (e.g. IBAN, account number)</li> </ul>

Certain features and capabilities described in this section (e.g. API access, ID Checks) may only be available to Customers who have purchased an applicable **Add-on Package** (as defined in Schedule 4), and may be subject to additional usage-based fees as described in the Charges section below.

The Customer agrees to require all End-users to provide Fraudfinder with full and accurate data either via our online **"Wizard"** or through Fraudfinder's proprietary application programming interface (the **"API"**) or SDK.

All Reports provided to the Customer will be available for viewing and printing on Fraudfinder's secure, web-based portal (the **"Fraudfinder Portal"**) or returned to the Customer via API responses.

**Portable/Reusable Identity Restriction.** Unless required by applicable law or otherwise consented to by Fraudfinder, Customer will not make the Services (including Reports) available to any third parties.

## CHARGES

The Charges for the Services will be as follows:

<b>Currency</b>	GBP
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<p><b>Price per Check</b></p>	<table border="1"> <thead> <tr> <th data-bbox="431 117 662 174">Check</th> <th data-bbox="662 117 902 174">Price per Check</th> <th data-bbox="902 117 1214 174">Excess Price per Check</th> <th data-bbox="1214 117 1417 174">Availability</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 174 662 264">Document Fraud Check</td> <td data-bbox="662 174 902 264">XX.XX plus VAT</td> <td data-bbox="902 174 1214 264">XX.XX plus VAT</td> <td data-bbox="1214 174 1417 264">All Plans</td> </tr> <tr> <td data-bbox="431 264 662 321">ID Check</td> <td data-bbox="662 264 902 321">XX.XX plus VAT</td> <td data-bbox="902 264 1214 321">XX.XX plus VAT</td> <td data-bbox="1214 264 1417 321">Growth</td> </tr> <tr> <td data-bbox="431 321 662 411">Confirmation of Payee Check</td> <td data-bbox="662 321 902 411">XX.XX plus VAT</td> <td data-bbox="902 321 1214 411">XX.XX plus VAT</td> <td data-bbox="1214 321 1417 411">All Plans</td> </tr> </tbody> </table>	Check	Price per Check	Excess Price per Check	Availability	Document Fraud Check	XX.XX plus VAT	XX.XX plus VAT	All Plans	ID Check	XX.XX plus VAT	XX.XX plus VAT	Growth	Confirmation of Payee Check	XX.XX plus VAT	XX.XX plus VAT	All Plans
Check	Price per Check	Excess Price per Check	Availability														
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ID Check	XX.XX plus VAT	XX.XX plus VAT	Growth														
Confirmation of Payee Check	XX.XX plus VAT	XX.XX plus VAT	All Plans														
<p><b>Add-on Package Fees</b></p>	<p>Where applicable, the Customer will be charged an additional monthly fee for any selected Add-on Package as further described in <b>Schedule 4 (Add-on Packages)</b>. These fees are recurring, fixed monthly platform charges and are separate from the per-check usage pricing above.</p> <table border="1"> <thead> <tr> <th data-bbox="451 674 756 730">Add-on Package</th> <th data-bbox="756 674 1052 730">Monthly Fee</th> <th data-bbox="1052 674 1417 730">Selected</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 730 756 787">Growth</td> <td data-bbox="756 730 1052 787">99 plus VAT</td> <td data-bbox="1052 730 1417 787">YES / NO</td> </tr> <tr> <td data-bbox="451 787 756 844">Enterprise</td> <td data-bbox="756 787 1052 844">999 plus VAT</td> <td data-bbox="1052 787 1417 844">YES / NO</td> </tr> </tbody> </table> <p>The selected <b>Add-on Package</b> will be billed <b>monthly / annually</b> in advance. Certain Add-on features (e.g. ID Checks) may be usage-billed in addition to this fee, as specified above and in the <b>Price Per Check</b> table.</p>	Add-on Package	Monthly Fee	Selected	Growth	99 plus VAT	YES / NO	Enterprise	999 plus VAT	YES / NO							
Add-on Package	Monthly Fee	Selected															
Growth	99 plus VAT	YES / NO															
Enterprise	999 plus VAT	YES / NO															
<p><b>Minimum Commitment</b></p>	<p>The Customer will pay Fraudfinder a minimum of <b>GBP £[XX,XXX]</b> plus VAT per year (the "<b>Minimum Annual Commitment</b>"), paid annually upfront / [split into payments of <b>GBP £[X,XXX]</b> plus VAT per month] during the Term.</p> <p>The Minimum Annual Commitment includes:</p> <ul style="list-style-type: none"> <li>Platform access to the selected Add-on Packages <b>([None] / Growth / Enterprise)</b>, priced at <b>GBP £[XXX]</b> plus VAT per month; and</li> <li>A monthly entitlement to submit up to <b>[XXXX]</b> Document Fraud Checks, <b>[XXXX]</b> ID Checks, and <b>[XXXX]</b> Confirmation of Payee Checks per month ("<b>Minimum Monthly Commitment</b>"), calculated by reference to the applicable Price Per Check set out in the table above.</li> </ul> <p>If the Customer submits checks in excess of the Minimum Monthly Commitment, such excess will be invoiced in the month in which the excess occurred ("<b>Overages</b>"), calculated by reference to the <b>Excess Price Per Check</b> for each applicable check type.</p> <p>For clarity, the Minimum Commitment may include multiple service types (e.g. Document Fraud Checks and ID Checks) and platform features, as set out above and in the relevant pricing table. The volume and pricing of each check type will be specified in the Order Form and calculated independently.</p> <p>For the avoidance of doubt, the Customer will not be permitted to carry forward any unused Minimum Annual Commitment into a future period or agreement.</p> <p>Minimum Commitment will be reviewed annually and may be increased on each anniversary of the Agreement Effective Date by not less than the retail price index.</p>																

<b>Payment Terms</b>	The <b>Minimum Annual Commitment</b> will be invoiced [monthly in advance [in twelve (12) consecutive installments following the] / [on the] Effective Date and payable on the date of the invoice. Overages will be invoiced monthly in arrears and payable within fourteen (14) days of the date of the invoice.
<b>Exclusivity</b>	Customer shall not develop or assist in the development of any product, services or project, or contract with a service provider, which competes with the Services provided by Fraudfinder, whether by itself or by a third party. This exclusivity obligation shall apply for the Term
<b>[Additional Fees]</b>	<ul style="list-style-type: none"> <li>• [Account Management Package- Standard <ul style="list-style-type: none"> <li>o Fee: GBP 7,500.00</li> <li>o Fee Payment Type: Recurring annually</li> <li>o Payment Terms: invoiced on the Effective Date, and on each anniversary of the Effective Date, and payable within 14 days of the date of the invoice]</li> </ul> </li> </ul>

**DESCRIPTION OF Fraudfinder'S PERSONAL DATA PROCESSING (AS A PROCESSOR)**

<p><b>Subject Matter, Nature, and Purpose of Processing</b></p> <p>Fraudfinder's Provision of the Services</p> <p><b>Duration of Processing</b></p> <p>The Term</p> <p><b>Categories of Personal Data:</b></p> <p>As identified in the Services above</p> <p><b>Categories of Data Subjects</b></p> <p>End-users</p>
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**SLA**

Fraudfinder operate the Services to the following service levels:

Check / Report	Expected Turnaround Time
Document Fraud Check	Instant
ID Check	Instant or up to 5 minutes
Confirmation of Payee Check	Instant or up to 1 minute
Data Extraction	Instant

The SLA in the table above will apply in respect of those Services listed in this Order Form commencing 30 days after the first check.

The SLA are calculated by Fraudfinder starting from the moment Fraudfinder is provided with all information, documents and check initiation requests required to perform the Services and ending the moment the Customer receives a response from Fraudfinder indicating the completion of the Report in accordance with this Agreement.

These SLA are measured monthly and are subject to Accurate Volume Projections being provided by the

Customer.

### SPECIAL TERMS

#### **Trial phase**

'Go Live Date' means **DD Month YYYY.**

The **[Fees]** / **[Minimum Annual Commitment]** will apply from the Go Live Date, provided that the Customer will be permitted to submit checks to Fraudfinder after the Effective Date but prior to the Go Live Date on a 'pay as you go' basis subject to the per check prices outlined in the Charges section above.

### SIGNATURES

Signed for and on behalf of **Fraudfinder LTD**

Signature:

\_\_\_\_\_

Print Name: Alexander Siedes

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Signed for and on behalf of **[CUSTOMER]**

Signature:

\_\_\_\_\_

Print Name: **[INSERT NAME]**

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

## MASTER SERVICES AGREEMENT (MSA)

### AGREED TERMS

#### 1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Agreement, unless the context otherwise requires, the following definitions will apply:

**Accurate Volume Projections** means for each individual Service purchased: (i) quarterly volume forecasts 10 weeks in advance to a degree of accuracy within 10% of the actual monthly volumes; and (ii) notice at least 14 days in advance of any major volume spikes.

**Add-on Package** means an optional service package described in Schedule 4 that provides access to additional functionality (such as API, SSO, or ID Checks) on top of the Customer's core document usage subscription.

**Anti-Corruption Laws** means the body of local, state, provincial, national and international laws and regulations relating to anti bribery and anti-corruption, including but not limited to the Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, U.S. anti-boycott laws and those laws and regulations intended to implement the Organization for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

**Brand Features** means the trade names, trademarks, logos and other distinctive brand features of the applicable party.

**Charges** means the charges for the Services set out in the Order Form.

**Business Hour** means an hour of time during the usual times when Fraudfinder is open for business - between 8:30am and 5:30pm Monday to Friday, excluding Bank Holidays in England and Wales

**CMA 9** means bank statements from the nine largest banks and building societies in Great Britain and Northern Ireland, namely AIB Group (UK) plc trading as First Trust Bank in Northern Ireland, Bank of Ireland (UK) plc, Barclays Bank plc, HSBC Group, Lloyds Banking Group plc, Nationwide Building Society, Northern Bank Limited, trading as Danske Bank, The Royal Bank of Scotland Group plc, Santander UK plc (in Great Britain and Northern Ireland).

**Customer** means the Fraudfinder Customer signing an Order Form as more particularly detailed in the Order Form.

**Confidential Information** means information disclosed by (or on behalf of) one party to the other party in connection with or in anticipation of this Agreement or any Order Form (including the content of this Agreement and all Order Forms) that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

**Content** means any information, text, graphics, or other materials uploaded, downloaded or appearing as part of the Services.

**Developments** means the improvements and further developments of Fraudfinder's Services, products, and technological capabilities, including learning and fraud monitoring.

**Document** means CMA 9, or such other service specific list of documents as is otherwise notified to the Customer from time to time, subject to change and update from time to time.

**Effective Date** means the date on which this Agreement takes effect, as set out in the Order Form.

**End-user** means any person or company whose information is being assessed by the Customer using the Services.

**External Data Providers** means any third party: institution, organisation, corporate entity or government agency responsible for the provision of data or information in relation to the Services.

**Feedback** means any feedback or suggestions provided by the Customer under this Agreement in relation to the Services.

**[Fraud Database Service Provider** means a government body or other third party service provider that checks whether Personal Data has been previously identified to them as fraudulent or otherwise compromised.]

**Go Live Date** means the date set out in the Order Form as the Go Live Date.

**Information Security Policy** has the meaning attributed to it in Clause 10.3.1.

**Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including Know-How and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Know-How** means unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development, and testing procedures; the results of experiments, tests, and trials; processes, techniques, and specifications; quality control data, analyses, reports, and submissions) that is not in the public domain.

**Notice** has the meaning attributed to it in Clause 11.8.

**Order Form** means each fully executed Fraudfinder order form that incorporates this MSA including Schedule 1, Technical Specification for Fraudfinder Platform, and where used, Schedule 2 (SDK License) and Schedule 3 (Account Management Packages) (together, the "**Agreement**") and describes the Services to be provided by Fraudfinder from time to time as agreed in accordance with Clause 3 of this Agreement.

**Permitted Purpose** means legitimate, professional, informational, internal business operations purposes and not in any event for the reselling or otherwise making the Services available to any third parties.

**Personal Data** has the meaning attributed to it in Clause 10.1.

**Privacy Laws** means any applicable rules, laws, regulations, directives and governmental requirements currently in effect and as they become effective relating to privacy or data protection.

**Processing** has the meaning attributed to it in Clause 10.1.

**Reports** means a summary at an End-user level containing one or more of the checks outlined in the Order Form.

**Sandbox Environment** means a test environment for Customers to simulate API requests and to test their integration with the Software.

**Security Breach** has the meaning attributed to it in Clause 10.5.

**Services** means the services and/or products offered by Fraudfinder from time to time under this Agreement and as more particularly detailed in the applicable Order Form (including, as the case may be, the Reports, Content, Developments, Software, Site, and API). For the avoidance of doubt, certain elements of the Services (as described in the Order Form and Schedules) may require an active **Add-on Package** subscription or incur additional usage charges.

**Software** means any software provided by Fraudfinder, including the software development kit (or "**SDK**") and any Maintenance Release which is being made available to the Customer as part of the Services.

**SLA** means the Fraudfinder service levels for the Services as set out in the Order Form.

**Site** means [www.Fraudfinder.com](http://www.Fraudfinder.com) and its subdomains.

**VAT** means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Where the words include(s), including or in particular are used in this Agreement or any Order Form, they are deemed to have the words without limitation following them.

1.3 References to clauses are to the clauses of the Fraudfinder Services Agreement.

1.4 A reference to a party includes its successors and permitted assigns.

## 2 TERM

This Agreement will commence on the Effective Date and will continue for **36 months** from the Go Live Date (the **"Initial Term"**) unless terminated sooner in accordance with this Agreement. After the Initial Term, this Agreement will automatically renew for successive one-year periods (each a **"Renewal Term"**) unless written termination notice is provided by either party at least ninety (90) days prior to the expiration of the then-current term. such Notice to be effective at the end of the Initial Term or the then current Renewal Term. The Initial Term and the Renewal Terms, if any, are collectively referred to as the **"Term"**.

## 3 ORDER FORM(S) AND CHANGE

3.1 The Customer will be permitted to enter into additional Order Forms, in which case subject to clause 8.4 each Order Form will form a separate agreement between the Customer and Fraudfinder on the terms contained in this MSA, Schedule 1 and, where applicable, Schedule 2 and Schedule 3.

## 4 PARTIES' OBLIGATIONS

- 4.1 Fraudfinder will, during the Term, provide the Services with reasonable skill and care, and will use reasonable efforts to meet the SLA.
- 4.2 The parties will provide each other with: (a) all necessary co-operation in relation to this Agreement and the Order Form; and (b) access to such information as may be required in order to render and receive the Services, as set out in this agreement.
- 4.3 Unless agreed otherwise in an Order Form, the Customer: (a) may download, view, copy and print Content and use the Services for the Permitted Purpose only; (b) agrees that the Reports, Services, the Site and Content may not be sold, transferred, sublicensed, commercially exploited or otherwise made available to, or used for the benefit of, any third party other than the Customer without obtaining Fraudfinder's prior written consent; (c) will not make the Services available or otherwise use the Services in any jurisdiction such that Fraudfinder's provision of the Services would require Fraudfinder to physically store data of any kind in that jurisdiction, without first obtaining Fraudfinder's prior written consent; (d) will not make the Services available or otherwise use the Services in any jurisdiction where the Services are not permitted by applicable law; and (e) the Customer agrees to provide End-users with human intervention in respect of any disputed Reports.
- 4.4 The Customer will comply with all applicable laws and regulations, including any obligation to seek prior regulatory review, approval, or similar, with respect to its use of the Services and will not: (a) use the Services to discriminate against the End-user or in a manner that causes damage or injury to any person or property; (b) use the Services in a manner that could be reasonably expected to bring Fraudfinder into disrepute or otherwise harm its reputation; (c) act or omit to act in a way which interferes with or compromises the integrity or security of the Services; (d) access all or any part of the Services in order to build a product or service which competes with the Services; (e) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, as applicable, in any form or media or by any means to any individual or entity, including without limitation, End-users; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or (h) attempt to access the Services other than through the means made available to the Customer by Fraudfinder. Any breach of this clause will be deemed to be a material breach.
- 4.5 The Customer represents and warrants that it will only provide Personal Data to Fraudfinder that is accurate, complete and provided in a form that Fraudfinder can Process, in order to maximise the quality of the Services, and Customer agrees that if any Personal Data is not provided as such, any resulting impact on the quality of the Services shall not cause Fraudfinder to be in breach of this Agreement or any SLA.
- 4.6 The Customer is responsible for maintaining the confidentiality of any password(s) or security routines it is given or sets to access and use the Services, and is fully responsible for all activities that occur under the Customer's password(s) or security routines. The Customer agrees to notify Fraudfinder immediately of any accidental or unauthorised access to or use of the Services, whether suspected or confirmed. In the event of a suspected or confirmed security incident impacting Customer's use of the Services or other exigent circumstances, Fraudfinder reserves the right to immediately withdraw or suspend access to the Site or the Services and to alter the Customer's password(s).

- 4.7 The Customer acknowledges and agrees that (i) Fraudfinder may subcontract certain parts of the Services to specified third parties and shall not be responsible for the accuracy of the products or services provided by those third parties; (ii) the veracity of any information transmitted through the Site and in relation to the Services is the sole responsibility of the originator from which the content originated, such as referees or data suppliers, and Fraudfinder will not be liable for omissions in content or errors or false statements, including in respect of data provided by third parties; (iii) Fraudfinder Reports are a recommendation only to the Customer, and the Services are not intended to be used as the sole basis for any business decision, including where those business decisions concern a End-user; (iv) Fraudfinder has no liability for any inaccuracy, incompleteness or other error in the Services, including the Site, the Reports and the Content, which arises as a result of data provided by the Customer or any third party.
- 4.8 No conditions, warranties or other terms apply to any Services, including any Software, supplied by Fraudfinder under this Agreement other than the conditions, warranties and terms expressly set forth herein. Fraudfinder hereby disclaims any implied warranties whether arising under law, through course of dealing, or otherwise, including any implied warranties of non infringement, title, satisfactory quality, fitness for purpose, merchantability or conformance with description. In addition, Fraudfinder does not warrant or enter into any other term to the effect that any Software or any technology provided in connection with this agreement or any order form will be entirely free from defects or that its operation will be entirely error free. The Customer understands that Fraudfinder obtains the information reported in its exports from various third party sources "as is", and therefore is providing the information to the Customer "as is".
- 4.9 [Customer acknowledges and agrees that (i) the Services include the sending of Personal Data to a Fraud Database Service Provider; (ii) the Fraud Database Service Provider may retain Personal Data that are suspected to be fraudulent for the purpose of identifying fraud in the future; and (iii) Clauses 10.2.3, 10.2.4, 10.2.5, 10.2.7, 10.2.8, 10.6, and 10.7 shall not apply to Processing by a Fraud Database Service Provider.]
- 4.10 The Customer will indemnify, defend, and hold harmless Fraudfinder and its respective officers, shareholders, directors, and personnel, and keep such individuals indemnified on a full indemnity basis, from and against any third party claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses, judgments or expenses, including reasonable attorneys' fees, arising out of or relating to the Customer's use of the Services (collectively, "**Claims**"), provided and to the extent that such Claims are not due to any breach of this Agreement by Fraudfinder.
- 4.11. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

## 5 CHARGES AND PAYMENT

- 5.1 In consideration of the provision of the Services, the Customer will pay the charges set out in the applicable Order Form in the manner set out in this Agreement and/or the applicable Order Form.
- 5.2 All charges quoted to the Customer will be exclusive of VAT which, where applicable, Fraudfinder will add to its invoices at the appropriate rate. All payments due to Fraudfinder will be in the currency set out in the Order Form.
- 5.3 Unless otherwise specified in the Order Form, the Customer will pay each invoice submitted to it by Fraudfinder in full within 14 days of the date of the invoice. Time for payment will be of the essence. The Customer may not withhold payment of any invoice or other amount due to Fraudfinder by reason of any right of set-off or counterclaim which the Customer may have, or alleged to have, or for any reason whatsoever.
- 5.4 Any amount due remains unpaid under this Agreement, Fraudfinder may charge additional administration costs and interest, both before and after judgment, on the amount unpaid at the rate for the time being that would be applicable if the debt was a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998 (Act). Interest shall accrue daily on such amounts at an annual rate being the higher of: (i) 3% above the current base lending rate of the Barclays Bank at the date the relevant invoice was issued; or (ii) the statutory rate under the Act.

## 6 PERMITTED USE AND PROPRIETARY RIGHTS

- 6.1 As between Fraudfinder and the Customer, all Intellectual Property Rights and all other rights in the Services, including the Site, the Software the Content and the Reports, and any Feedback and/or Beta

Features will be owned by Fraudfinder. Fraudfinder licenses all such rights to the Customer free of charge during the Term on a non-exclusive, non-transferable, royalty-free worldwide basis to such extent as is necessary to enable the Customer to make use of the Services in accordance with this Agreement and the Order Form. The Customer will leave in place, and not alter or obscure, all proprietary notices and licences contained in the Services. All rights in and to Intellectual Property Rights owned or controlled by Fraudfinder not expressly granted herein are reserved.

6.2 The Customer will allow Fraudfinder to reference and/or include the Customer in any advertising or promotional material, including: (i) using the Customer's Brand Features in advertising or promotional materials, including on the Fraudfinder Website, social media sites, external marketing powerpoints and presentations, and sales materials at conferences; (ii) working with Fraudfinder on finalizing a case study within 90 days following the Customer's first use of the Services; and (iii) naming the Customer in a press release, such press release to be jointly worked on with the Customer within 90 days of the Commencement Date and to be subject to Customer's final approval.

## **7 TERMINATION**

7.1 Without prejudice to any other rights or remedies which the parties may have, either party may suspend, terminate or partially terminate this Agreement and the applicable Order Form without liability to the other party immediately on giving Notice to the other party if: (a) the other party fails to pay any amount due under this Agreement or the Order Form on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or (b) (i) the other party is in material breach of this Agreement and/or the Order Form where the breach is incapable of remedy; or (ii) the other party is in material breach of this Agreement and/or the Order Form where the breach is capable of remedy and fails to remedy that breach within fourteen (14) days after receiving written Notice of such breach; or (c) it enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved or otherwise ceases to carry on any Services; or (d) any analogous event happens to the other party in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets (e) required pursuant to a change in applicable law. If Customer terminates this Agreement because Fraudfinder commits a material breach, Fraudfinder will refund any unconsumed prepaid Charges calculated pro rata. If Fraudfinder terminates this Agreement because the Customer commits a material breach, Fraudfinder will be entitled to the Charges until the end of the relevant payment period. Payment obligations will continue in full during any period of suspension by Fraudfinder for material breach.

7.2 On termination of this Agreement and the applicable Order Form, the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, will not be affected.

## **8 LIMITATION OF LIABILITY**

8.1 Subject to the provisions of Clause 8.2, this Clause 8 sets out the entire financial liability of either party, including any liability for the acts or omissions of either party's employees, agents and sub-contractor, in respect of: (a) any breach of this Agreement or any Order Form; and (b) any use made by the Customer of the Services, including the Reports, the Content and the Site, or any part of them; and (c) any representation, statement or tortious act or omission, including negligence, or breach of statutory duty arising under or in connection with the Agreement and any Order Form.

8.2 Nothing in this Agreement or in any Order Forms limits or excludes either party's liability: (a) for death or personal injury; or (b) for fraud or fraudulent misrepresentation; or (c) for wilful misconduct; (d) payment of sums properly due and owing to the other in the course of normal performance of this Agreement and all Order Forms.

8.3 Subject to Clauses 8.1 and 8.2, neither party will be liable under or in connection with this Agreement or any Order Form, whether in contract, tort or otherwise for any: (a) loss of profit; (b) loss of anticipated savings; (c) loss of business opportunity; (d) loss of or corruption of data; (e) loss of reputation or goodwill; or (f) special, indirect or consequential losses; suffered or incurred by the other party, whether or not such losses were within the contemplation of the parties at the date of this Agreement and/or the applicable Order Form. Fraudfinder will not be liable for loss suffered by the Customer to the extent Fraudfinder cannot independently substantiate a claim due to the fact that the Customer has instructed Fraudfinder to delete the underlying Personal Data.

8.4 Either party'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 this Agreement and all applicable Order Form will be limited to 100% of the total amount paid and payable by the Customer under the applicable Order Form for the 12 months period immediately preceding the event giving rise to the first claim.

8.5 Subject to clause 8.2, the Customer assumes sole responsibility for conclusions drawn from use of the Services including the Reports, the Content and the Site.

8.6 In the event that the Customer elects to access Fraudfinder's services through a third party interface, integration or similar ("**Third Party Integration**"), such Third Party Integration will be outside the scope of this Agreement, and shall remain the sole responsibility of the Customer. The Customer will contract directly with such third party, and Fraudfinder will (i) have no liability in respect of such third party, or Third Party Integration; and (ii) not be in breach of this Agreement to the extent such breach is caused by the Third Party Integration.

## 9 CONFIDENTIALITY

9.1 The recipient of any Confidential Information will not disclose that Confidential Information, except to (i) employees, affiliates and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep such information confidential and (ii) third party service providers where and only to the extent required to fulfil the purpose of the Agreement. The recipient will ensure that those people and entities: (a) use such Confidential Information only to exercise rights and fulfil obligations under this Agreement and the applicable Order Form; and (b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable Notice to the discloser, such Notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

## 10 DATA PROTECTION

10.1 PERSONAL DATA. The Customer will provide or make available to Fraudfinder or assist Fraudfinder with the collection of information relating to End-users, such information provided under this Agreement is "**Personal Data**". Such information includes but is not limited to the information described on the Order Form. Customer consents to Fraudfinder's collection, storage, use, disclosure, and destruction of Personal Data (collectively, "**Processing**") to provide the Services, and Customer represents and warrants that it has taken all required steps to ensure that Fraudfinder may lawfully process the Personal Data for the purpose of providing the Services in accordance with Privacy Laws, including by having obtained all necessary consents and provided all necessary notices, where required.

10.1.1 For US End-users only: This clause 10.1.1 only applies to the extent the Customer makes the Services available to End-users who are residents of any state of the United States at the time of using the Services ("**US End-users**"). Where the Customer does so, it will take any necessary steps to ensure that Fraudfinder may lawfully obtain US End-users' Personal Data, including biometric identifiers and/or biometric information, for the purpose of providing the Services in accordance with applicable biometric information laws, including the Illinois Biometric Information Privacy Act (BIPA), in particular the requirements pertaining to providing notice and obtaining consent, where required, as outlined in Fraudfinder Site. The Customer will ensure that US End-users accept these, prior to asking US End-users to proceed to complete any check powered by Fraudfinder.

Customer will defend and indemnify Fraudfinder, on an unlimited basis, against any claims brought by third parties due to the Customer's failure to comply with this clause 10.1.1.

10.2 Fraudfinder RESPONSIBILITIES. Fraudfinder will:

10.2.1 Process Personal Data only in accordance with this Agreement;

10.2.2 inform the Customer if, in its opinion, an instruction from the Customer infringes any Privacy Laws;

10.2.3 unless required by applicable law, not disclose or otherwise make available any Personal Data to any third party without first imposing contractual obligations on the third party recipient that are substantially similar to those imposed on Fraudfinder under this Agreement related to the Processing of Personal Data;

10.2.4 cooperate and assist the Customer in responding to any End-user's request to exercise their rights of access, rectification, erasure, restriction of Processing, data portability, objection to Processing, or any other rights available to the End-user under Privacy Laws (collectively "**Data Subject Rights**"), and Customer agrees that Fraudfinder may disclose Customer's name and contact information to any End-user

seeking to exercise their Data Subject Rights so End-user may directly exercise their Data Subject Rights with the Customer;

10.2.5 enable the Customer to amend or correct Personal Data, and, where the Customer has purchased an applicable Add-on Package that includes such functionality, delete Personal Data (unless storage of any Personal Data is required by applicable law, including Privacy Law) within the Services;

10.2.6 where requested by the Customer and required under Privacy Laws, provide such assistance as the Customer reasonably requires, taking into account the nature of the Processing and the information available to Fraudfinder, for the Customer to (i) conduct data protection impact assessments; and (ii) consult with data protection supervisory authorities;

10.2.7 ensure that all Personal Data residing in the United Kingdom or European Economic Area is not transferred out of the United Kingdom or European Economic Area to data recipients in third countries which do not ensure an adequate level of data protection as determined by the European Commission or the Information Commissioner's Office, unless the parties have entered into Information Commission and/or European Commission approved Standard Contractual Clauses or other data protection safeguards in compliance with Privacy Laws; and

10.2.8 provide other reasonably necessary assistance for the Customer to meet its compliance obligations under Privacy Laws with respect to the Service.

### 10.3 SECURITY SAFEGUARDS

10.3.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons and in accordance with a comprehensive information security policy ("**Information Security Policy**"), Fraudfinder will establish, maintain and comply with administrative, physical, technical and organisational safeguards designed to ensure the security and confidentiality of Personal Data and to prevent the unauthorised disclosure of, or access to, Personal Data.

10.3.2 Fraudfinder's Information Security Policy will: (i) implement back-up and disaster recovery systems; (ii) continuously assess risks to the security of Personal Data by (1) assessing the likelihood and potential damage of such risks, taking into account the sensitivity and risk of the Personal Data, (2) identifying internal and external threats that could result in a Security Breach, and (3) conducting penetration testing; and (iii) take appropriate steps to protect against such risks.

10.3.3. Encryption. Fraudfinder shall implement appropriate technical measures to ensure that all Personal Data is encrypted in transit and at rest using industry-standard encryption practices.

### 10.4 AUDITS

10.4.1 Fraudfinder will keep at its normal place of business detailed, accurate and up-to-date records relating to the Processing of Personal Data by Fraudfinder.

10.4.2 Upon sixty (60) days written Notice, once per contract year, Fraudfinder will make available to the Customer such access to its books and records relating to the Processing of Personal Data as is reasonably necessary for audit purposes to demonstrate Fraudfinder's compliance with its obligations under Privacy Laws. Any audit requests in excess of those set out in this Clause 10.4.2 will be at Fraudfinder's discretion, and at the Customer's sole cost, with the exception of in the event that the audit reveals a breach of Privacy Laws. All audits are subject to confidentiality obligations.

10.4.3 Fraudfinder shall promptly resolve all data protection and security issues discovered by the Customer and reported to Fraudfinder that reveal a breach or potential breach by Fraudfinder of any of its obligations under this Agreement or Privacy Laws.

10.5 SECURITY BREACH. In the event Fraudfinder confirms any breach of security involving its facilities, networks or systems and any unauthorised disclosure of, or access to, Personal Data (each, a "**Security Breach**"), Fraudfinder will (i) without undue delay notify the Customer of the Security Breach; and (ii) provide all reasonable help for the Customer to investigate and remedy the Security Breach.

10.6 DESTRUCTION AND RETENTION OF PERSONAL DATA. Unless required by applicable law, Fraudfinder will cease processing and delete Personal Data from its production environment upon a reasonable period of time after the termination or expiration of this Agreement. Where the Customer has purchased an applicable Add-on Package that includes data deletion functionality, Fraudfinder will also delete Personal

Data upon instruction from the Customer within the Services. Notwithstanding the foregoing, Fraudfinder may retain Personal Data for a period of up to six (6) years from the date of collection where necessary for compliance with applicable legal, regulatory, audit, or accounting requirements, or for the establishment, exercise, or defence of legal claims. All other Personal Data processed by Fraudfinder (including Personal Data processed for backup and logging purposes) or on behalf of Fraudfinder, including Personal Data processed by third parties, is deleted in accordance with this Agreement.

10.7 INDEMNITY. Fraudfinder will indemnify, defend, and hold harmless the Customer and its respective officers, shareholders, directors, and personnel, and keep such individuals indemnified on a full indemnity basis, from and against any claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses, judgments or expenses, including reasonable attorneys' fees, arising out of Fraudfinder's breach of Clause 10.5.

## 11 GENERAL

11.1 No variation of this Agreement or any Order Form will be valid unless it is agreed in writing and signed by both of the parties. Failure or delay in exercising any right or remedy under this Agreement or any Order Form will not constitute a waiver of such, or any other, right or remedy.

11.2 If any provision of this Agreement or Order Form, or part of any provision, is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of the Agreement or Order Form as applicable and (a) the parties will immediately commence good faith negotiations to remedy such invalidity; and (b) the validity and enforceability of the other provisions of the Agreement or Order Form as applicable will not be affected.

11.3 This Agreement and the applicable Order Form constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement and the applicable Order Form. Each party acknowledges that in entering into this Agreement or any Order Form it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of this Agreement or an Order Form at any time before its signature other than those which are set out in this Agreement or any Order Form. Furthermore and for the avoidance of doubt, Customer understands its business needs and has determined independently that the Services will meet its needs.

11.4 Neither party will be liable for any delay or non-performance of its obligations under this Agreement or any Order Form to the extent that such delay or non-performance is a result of any condition beyond its reasonable control (a "**Force Majeure Event**"). To the extent that a Force Majeure Event occurs, Customer acknowledges that Fraudfinder may be required, and will be permitted, to change the manner in which it provides the Services.

11.5 Except as expressly stated otherwise, nothing in this Agreement or any Order Form will create an agency, partnership or joint venture of any kind between the parties. Neither party will have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

11.6 Fraudfinder may assign any of its rights or obligations or subcontract its obligations under this Agreement.

11.7 The Customer may only assign or otherwise create an interest in their rights under this Agreement with the prior written consent of Fraudfinder, such consent not to be unreasonably withheld.

11.8 The Customer acknowledges and agrees that the supply of the Reports and Services by Fraudfinder and their use by the Customer is governed by laws and regulatory requirements and that these laws and regulatory requirements may be altered from time to time. The Customer agrees that Fraudfinder may: (a) modify; or (b) cease to provide the Services (including the Reports, the Content and the Site) to the Customer if necessary to comply with the legal or regulatory requirements, and that such modifications or a cessation will not be deemed to be a breach of this Agreement.

11.9 All notices must be in English, in writing, and sent by email to the address for Legal notices as set out in the Order Form, or such other address as either party has notified the other in accordance with this clause (a "**Notice**").

- 11.10 The parties will: (i) comply with all applicable Anti-Corruption Laws; (ii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; (iii) cooperate regarding investigations by the other Party into any matters related to bribery and corruption in connection with this Agreement.
- 11.11 Charges specified in this Agreement are exclusive of any sales or consumption taxes. The Customer will be responsible for, and agrees to pay, all applicable sales or consumption taxes on the services (or goods) provided hereunder (including, sales tax, use tax, excise tax, services tax, value added tax, goods and services tax) imposed by any governmental authority having jurisdiction on all items, goods and/or Services being paid for by the Customer hereunder. Any and all payments or reimbursements made hereunder shall be made free and clear of and without deduction for any and all taxes, levies, imports, deductions, charges or withholdings. If the Customer is required by law to deduct such taxes from or in respect of any sum payable hereunder to Fraudfinder then the sum payable hereunder shall be increased as may be necessary so that, after all deductions are made, the Fraudfinder receives an amount equal to the sum it would have received had no such deductions been made. The Parties will cooperate and take all steps reasonably and lawfully available to them to minimise such taxes and to obtain double taxation relief. If the Customer withholds any such amounts from the fees, the Customer will provide Fraudfinder with a statement of withholding tax within 30 days from the withholding. Fraudfinder confirms to the Customer that it is a resident of the United Kingdom. Unless otherwise agreed, the party that is liable for payment of any tax upon which interest and penalties are imposed shall bear such interest and penalties. In the event Fraudfinder suffers any fines, penalties or charges due to the Customer's non-compliance with this Clause, or the Customer fails to comply with the relevant tax legislation and regulations in respect of the Charges, the Customer will indemnify Fraudfinder for such costs.
- 11.12 Except in respect of any transfer of staff pursuant to applicable law, neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services or (in the case of the Customer) in the receipt of the Services at any time during the Term or for a further period of 3 months after the termination of this Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
- 11.13 Customer will comply with all applicable export control and sanctions laws and regulations of any applicable governmental authority, ("**Export Control and Sanctions Laws**"). Customer will not engage in any transactions with: (i) any End-user, entity, or country prohibited by Export Control and Sanctions Laws, including, without limitation, the prohibition against transactions with: (A) a national or resident of, any country subject to U.S. sanctions or similar restrictions (currently, Cuba, Iran, Syria, North Korea and the region Crimea), or (B) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or other sanctions lists ("**OFAC Lists**"). Customer represents and warrants that it is not a person on an OFAC List and that it is not located in a country subject to sanctions.
- 11.14 Any and all claims for loss arising under this Agreement will be subject to a general obligation of the parties to use all reasonable efforts to mitigate such losses.
- 11.15 Except as expressly stated otherwise, nothing in this Agreement will create or confer any rights or other benefits in favour of any person other than the parties to this Agreement.
- 11.16 This Agreement and all Order Forms and all disputes and claims arising out of or in connection with them are governed by English law. With the sole exception of any application for injunctive relief, the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim, whether contractual or non-contractual, arising out of or in connection with this Agreement and the Order Form, including their subject matter or formation.

## SCHEDULE 1

### TECHNICAL SPECIFICATION FOR Fraudfinder PLATFORM

Fraudfinder will provide support in order to solve incidents and make coding modifications required for the Services to function as intended in accordance with the escalation procedure and severity of the issue set out below, provided always that the Customer must provide substantiation by means of screenshots, use cases and as much information as reasonably possible, including a description of a scenario leading up to the problem being encountered so that Fraudfinder can understand how the incident occurred.

**Escalation procedures & severity levels:** Service response times and definitions are as follows:

Definition	Item	Response Time (from the point of Customer notifying Fraudfinder)	Notification Contact
Normal (P2)	A non-critical component of the Services is not performing as expected. The issue has no or limited impact on the Customer's business.	Will be dependent on the nature of the problem and the availability of development resources.	Via Email, Slack, Live Chat, or Phone
Urgent (P1)	Some aspects of the Services are slow or intermittent in producing an expected response. The issue has a moderate or intermittent impact on the Customer's business.	Five hours to acknowledge and respond to the notification and ten days to resolve the issue.	Via Email, Slack, Live Chat, or Phone
Critical (P0)	There is no response coming from the Services. Critical outage where the impact on the Customer's business is severe.	Three hours to acknowledge and respond and all reasonable efforts will be taken to restore Services in eight hours.	Via Email, Slack, Live Chat, or Phone

**System Performance, Assumptions & Uptime:** The API will have availability of 24 hours a day, 7 days a week, 365 days per year with performance as follows:

Services	Uptime (measured monthly)
Fraudfinder Services	99.5%

All performance indicators are subject to and dependent on adherence to the API documentation. Performance indicators are exclusively related to Fraudfinder's performance and Fraudfinder does not assume responsibility for the performance of any External Data Providers. Service uptime is exclusive of maintenance windows and emergency maintenance as described below. Response times in this Schedule and for the SLA

exclude any internet latency, internet outage, DoS, or other reasons outside of Fraudfinder's control.

### **Maintenance Window**

A maintenance window will be used for corrective maintenance. Fraudfinder reserves the right to perform three hours of maintenance per month, but from time to time may require longer. Fraudfinder will use reasonable endeavours to notify the Customer in advance of any upcoming maintenance windows. The service may not be available at all or in part during the time of the maintenance window.

The maintenance window will only be utilised if Fraudfinder considers this necessary or desirable to maintain the performance of the Services.

Fraudfinder may conduct emergency maintenance to its network or servers with no prior notice in order to resolve server security issues or other emergency issues. Fraudfinder will notify the Customer at the beginning and end of such maintenance, and will provide details on the nature of the work being performed.

### **Fraud Information Sharing**

The Customer will provide timely Feedback and information to Fraudfinder in relation to the Services, in particular, reporting to Fraudfinder via the API or (if agreed) the Fraudfinder Dashboard any: (1) fraud not identified by Fraudfinder in its provision of the Services that is later identified by the Customer ("**Missed Fraud**"); (2) End-users or checks identified as fraudulent by Fraudfinder which are not fraudulent ("**False Positives**"); and (3) End-users who commit fraud against the Customer ("**Fraudulent End-users**"). Fraudfinder commits to use the reported information and associated fraud data for the sole purpose of improving the Services, identifying Fraudulent End-users and reducing False Positives.

### **Test Environment**

Any tests, automated scans and/or probing or penetration tests, or attempts to breach any security or authentication measures used by Fraudfinder ("**Testing**") performed by the Customer, will be conducted against the Fraudfinder test environment, subject to 48 hours notice. The Customer is not permitted to conduct Testing against Fraudfinder's live production environment, unless otherwise agreed.

To the extent that the Customer elects to use the Sandbox Environment, the Customer understands that Fraudfinder does not review any data uploaded or transferred into the Sandbox Environment, and Customer agrees (i) to only use the Sandbox Environment to test Customer's integration with the Software; (ii) to not upload or transfer any Personal Data into the Sandbox Environment and (iii) Fraudfinder shall have no obligations or liability as to any data uploaded or transferred to the Sandbox Environment.

### **Beta Features**

From time to time, Fraudfinder may invite the Customer to participate in a new version or service feature that Fraudfinder has not made generally available to Customers for production use and that is designated as beta, pilot, limited release, pre-release, non-production, evaluation or similar designation which does not form part of the Services ("**Beta Features**"), free of charge in return for the Customer providing Fraudfinder with Feedback. This invitation will be communicated to the Customer through the Fraudfinder Dashboard and the Customer may accept or decline the invitation in its sole discretion. Beta Features are for Fraudfinder evaluation and testing purposes, not for production use, not supported, not subject to availability or security obligations and may be subject to additional terms. Unless otherwise agreed, Fraudfinder will have no liability for any harm, damage or losses of any kind arising out of or in connection with Beta Features, and the Customer uses them at its own risk. Fraudfinder may discontinue Beta Features at any time in its sole discretion and may choose not to make them generally available.

## **SCHEDULE 2**

### **Fraudfinder STANDARD SDK LICENCE**

#### **1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this paragraph apply in this licence. Terms not specifically defined in this license will have the meaning given to them in the Fraudfinder Services Agreement, provided that for the purposes of this Schedule 2, "**Software**" shall mean the SDK.

**App:** the application owned and developed by the Customer into which the Customer will integrate the Software.

**Maintenance Release:** a release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software.

**Source Code Materials:** the source code of the Software, and all technical information and documentation required from Fraudfinder to enable the Customer to integrate the Software into the App.

Unless expressly specified otherwise, this licence will be governed by the terms of the Order Form and the Agreement.

## 2. DELIVERY AND INSTALLATION

2.1 Fraudfinder will make available a copy of the Software electronically to the Customer. The Customer will be responsible for the integration of the Software into the App and all compatibility issues between the Software and the App. Fraudfinder will provide the Customer with reasonable, limited assistance and guidance with the integration.

2.2 The Customer will carry out appropriate testing and satisfy themselves with the results before making the App available in a live environment.

## 3. LICENCE

3.1 In consideration of the Charges paid by the Customer to Fraudfinder, Fraudfinder grants to the Customer a limited scope, non-exclusive, non-transferable licence for the Term to use the Software in the App for the Permitted Purpose provided that:

3.1.1 use of the Software will be restricted to use of the Software in object code form for the purpose of the provision of the relevant Services as part of the App;

3.1.2 the Customer may not use the Software other than as specified in paragraph 3.1.1 and this 3.1.2 without the prior written consent of Fraudfinder.

3.1.3 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Customer will not make backup copies of the Software;

3.1.4 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Customer has no right, and will not permit any third party, to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

3.1.5 to the extent the Software includes components covered by open source software ("OSS") licenses (a) the terms of such OSS license(s) are available at <https://Fraudfinder.com> or such other location notified by Fraudfinder from time to time and will, in the event of any conflict with the terms and conditions set out herein, prevail in respect of the Customer's use of such OSS; and (b) any restrictions prohibited by such OSS license that are contained within this Agreement will not apply to the applicable OSS.

3.2 The Customer will not use any information in relation to the integration or use of the Software to create any software whose expression is the same as or substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

3.3 The Customer will not: (1) sub-license, assign or novate the benefit or burden of this licence in whole or in part; (2) allow the Software to become the subject of any charge, lien or encumbrance; or (3) deal in any other manner with any or all of its rights and obligations under this Agreement, without the prior written consent of Fraudfinder.

3.4 The Customer will: (1) ensure that the Software is integrated with the App only; and (2) notify Fraudfinder in writing as soon as it becomes aware of any, or suspects any unauthorized use of the Software by any person;

3.5 The Customer will permit Fraudfinder to inspect and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that Fraudfinder provides reasonable advance notice to the Customer of such inspections, which will take place at reasonable times.

## 4. MAINTENANCE

4.1 Fraudfinder will provide the Customer with all Maintenance Releases generally made available to its Customers. Fraudfinder warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software but will not be responsible for any necessary integration or re-integration with the App following a Maintenance Release, or any incompatibility issues. The Customer

will install all Maintenance Releases as soon as reasonably practicable after receipt.

## 5. EXPORT

5.1 Neither party will export, directly or indirectly, any technical data acquired from the other party under this Agreement, or any products, including software, incorporating any such data, in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

## 6. USE OF THE SOFTWARE

6.1 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer or any particular App.

6.2 Fraudfinder does not (1) provide any warranties in relation to the performance of any third party software, including the App, and will not be liable in the case of a fault caused in relation to the Software that arises from the App, any other third party software, or any actions of the Customer or a third party (2) warrant that the use of the Software will be uninterrupted or error-free.

6.3 In the event of a fault or defect in the Software, Fraudfinder will provide support and incident resolution in accordance with the escalation procedures and severity levels set out in Schedule 1.

6.4 Customer will only use the Software for the purpose of receiving the Services and not for any other purpose without Fraudfinder's prior written consent. The Customer agrees no other party, including the Customer, will use the Software in connection with the provision of services materially similar to the Services during the Term, or at any time thereafter. In the event of a breach of this provision, Customer will indemnify Fraudfinder for all associated losses.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Customer acknowledges that all Intellectual Property Rights in the Source Code Materials, the Software and any Maintenance Releases belong and will belong to Fraudfinder, and the Customer will have no rights in or to the Software other than the right to use it in accordance with the terms of this licence.

## 8. DURATION AND TERMINATION

8.1 This Licence will terminate on termination of the Order Form or in accordance with the terms of the Agreement, upon which (1) all rights granted to the Customer under this licence will cease; (2) the Customer will immediately pay to Fraudfinder any sums due to Fraudfinder under this licence; and (3) the Customer will immediately destroy or return to Fraudfinder, at Fraudfinder's option, all copies of the Software and related documents then in its possession, custody or control and, in the case of destruction, certify to Fraudfinder that it has done so.

### SCHEDULE 3

#### ACCOUNT MANAGEMENT PACKAGES

The Account Management Packages ("**Account Management Packages**") in Table 1, are provided by Fraudfinder to assist the Customer with the successful adoption and operation of Fraudfinder Services during the lifetime of the overall Agreement.

Customer agrees that it will work with Fraudfinder to coordinate on the agreed activities as part of each purchased Account Management Package by collaborating with the Fraudfinder Account Manager when required.

**Table 1**

Package	Typical Activities
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Standard	<p>A named Account Manager providing:</p> <ul style="list-style-type: none"> <li>• Proactive Service Monitoring, helping identify progress and issues</li> <li>• Service and Technology Query Management, assisting on How To questions</li> <li>• Service Escalation Point, acting as point of contact for ongoing issues</li> <li>• Monthly Meetings &amp; Reports, including Service Checkpoint reporting</li> <li>• Standard Workflow &amp; KPI Analysis</li> <li>• Quarterly Business Reviews</li> <li>• Change Release Schedules, information on Fraudfinder releases and adoption help</li> <li>• Best Practice Sharing, boosting team knowledge with market know-how</li> </ul>
Premium	<p>Everything in "Standard", plus:</p> <ul style="list-style-type: none"> <li>• Yearly view roadmap updates, including technology roadmap deep dives</li> <li>• Line of business expansion assistance, namely help with new applications</li> <li>• Weekly / Daily checkpoint meetings, when required, more frequent checkpoints</li> <li>• Custom workflow &amp; KPI analysis, including bespoke data analysis to drive deeper improvements</li> <li>• Executive sponsor, provision of an Fraudfinder Executive to ensure senior engagement from Fraudfinder</li> </ul>
No Account Management	<p>Assistance on any matter will be provided via our normal Customer Support Live Chat</p>

#### SCHEDULE 4

#### ADD-ON PACKAGES

The Add-on Packages ("**Add-on Packages**") in Table 2, are provided by Fraudfinder to enable enhanced experience, strategic engagement, and tailored service from Fraudfinder throughout the duration of the Agreement.

Add-on Packages provide premium platform capabilities beyond those included in the Customer's base document check subscription. These packages are billed monthly or annually and must be selected via the Order Form. Certain features (e.g. ID Checks) are usage-billed in addition to the Add-on Package fee as per the Price Per Check table.

**Table 2**

Package	Typical Activities
Growth	<p>Ideal for growing teams needing scale and improved controls</p> <ul style="list-style-type: none"> <li>• ID Checks - includes 50 ID Checks per month (additional ID Checks billed per check - see Price Per Check)</li> <li>• API Access;</li> <li>• File Archive;</li> <li>• Transaction Extraction</li> </ul>
Enterprise	<p>Ideal for large organisations needing governance, flexibility, and AI controls. It includes everything in "Growth", plus:</p> <ul style="list-style-type: none"> <li>• SSO Login (SAML)</li> <li>• AI Training Opt-out</li> <li>• Data Deletion on demand</li> <li>• White Label</li> <li>• Fraud Blocklist</li> </ul>