

SWFT CONNECT PLATFORM**WHITE-LABEL PARTNER LICENSE AGREEMENT**

The terms and conditions set out herein are effective as of the date on which Partner accepts them, whether by accepting them when applying for, creating or holding a white-label partner account with Provider or by signing this Agreement (the “Effective Date”).

Between:

“Partner” means the person or entity that accepts this Agreement when applying for, creating or holding a white-label partner account with Provider. Partner’s legal name, country, address for notices and contact details are those supplied by Partner on sign-up and recorded in its partner account, as updated by Partner from time to time.

and

“Provider” means Swft Technologies Ltd, a private limited company registered in England and Wales under company number 13384114, whose registered office is at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom. Contact for notices: support@swftconnect.com.

Background:

A. Provider is in the business of providing an access to certain cloud platform-as-a-service (“**Services**”) and software-as-a-product (“**Application**”) as defined in Schedule 1 (Definitions) and described further in the Schedules hereto;

B. Partner desires to be appointed by Provider, and Provider grants Partner a license to operate a white-label instance and sublicense to Actors under Partner brand in accordance with and subject to the terms and conditions of this Agreement; and

C. Partner further wishes to receive from Provider, and Provider agrees to provide to Partner, certain maintenance, and support services in respect of the Services and Application, all subject to and in accordance with the terms and conditions of this Agreement (“**Support Services**”); and the Support Services are an integral and mandatory component of the Provider offering.

Now, therefore, Provider and Partner hereby agree as follows:

1 SCOPE OF AGREEMENT

1.1. Scope. This Agreement sets out the terms under which Provider provides the Services and Application to Partner as well as appoints Partner to sublicense the Services and Application to Actors and consumers respectively.

1.2. Commitments. Partner shall pay the fees for the plan it subscribes to, as set out in Schedule 3 (Commercial Terms).

1.3. Non-Competition. During the Term:

Partner shall not, in relation to the Solution or to any Actor served under this Agreement: (a) market, promote or solicit subscriptions for any digital business card platform that competes with the Services and/or Application; or (b) resell, redistribute or sub-license any such competing platform to an Actor. This Section does not restrict Partner from continuing any business line, product or reseller arrangement in place at the Effective Date and notified to Provider in writing before acceptance, nor from supplying goods or services (including printed or NFC media) that are not digital business card platforms.

2 Partner APPOINTMENT

2.1. Appointment. Subject to the terms and conditions of this Agreement and payment of the applicable Fees, Provider hereby appoints a Partner, and Partner hereby accepts, for the Term (unless terminated as provided in this Agreement), a non-exclusive, non-transferable license to operate and sublicense the Services.

2.2. Non-exclusivity. Partner acknowledges and agrees Provider is entitled to sell the services directly or via Partners subject to Section 2.4 and to anything else agreed between the parties in writing.

2.3. Actors. Partner shall make no representations or warranties about the Services or Application to Actors or any other third party beyond those contained in the Documentation or in Provider's published product materials, shall make no representation or warranty on behalf of Provider, and Partner shall not create or purport to create any obligations or liabilities for Provider. Provider has no obligation to provide support, service credits or other remedies directly to Actors, and Partner provides first-line support to its Actors in accordance with Section 3.2.

2.4. Protection of Partner's Actors. Provider acknowledges that Actors served through the Solution are Partner's customers. Provider shall not, during the Term and for twelve (12) months after it ends, directly or indirectly: (a) market, promote or offer any product or service to, or solicit the business of, any Actor that Provider knows, or ought reasonably to know, is or was served by Partner through the Solution; or (b) use Service Data, Actor account details or any other information obtained under this Agreement to identify, profile or contact Actors for Provider's own commercial purposes, or disclose it to any third party for that third party's commercial purposes. During the Term, Provider shall refer to Partner any enquiry it receives from an Actor it knows to be served by Partner. This Section 2.4 does not restrict Provider from (i) general advertising that is not targeted at Partner's Actors; (ii) after the Term, dealing with an Actor that approaches Provider on its own initiative without any solicitation by Provider; or (iii) sending service, security or legally required communications in accordance with Schedule 2 (Data Processing Agreement). This Section 2.4 survives the termination or expiry of this Agreement.

3 PROVIDER AND PARTNER OBLIGATIONS

3.1. Provider's Obligations. During the Term of this Agreement, Provider will:

- (a) provide the Support Services described in Schedule 4 (Support and Service Levels) to Partner, to assist Partner in the proper use of the Services and Application, including, without limitation, information concerning the Services and Application; and
- (b) provide with Setup Services, Services and Support Services subject to the terms and conditions stipulated in this Agreement.

3.2. Partner's Obligations. During the Term of this Agreement, Partner will, in addition to the other obligations set out in this Agreement:

- (a) hold and maintain all licences, registrations and consents required for it to market and supply the Solution in its territory, and provide Provider with evidence of the same on reasonable written request; and
- (b) enter into Actor Agreements with Actors with regard to Services and Application use by the later; and
- (c) comply with all reasonable instructions, policies and guidelines given by Provider in writing, provided that no such instruction, policy or guideline may materially increase Partner's obligations or costs under this Agreement; and
- (d) comply with applicable laws and regulations applicable to Partner and/or to the operation of the Solution in force in their jurisdiction; and
- (e) undertake not to appoint or by any means authorize any additional Partners or distributors or representatives to resell, distribute, offer or represent the Services and Application without Provider's prior written consent; and
- (f) appoint and maintain sufficiently competent staff who can provide a first-line of support; and
- (g) assign a primary commercial contact; and
- (h) maintain records reasonably necessary to demonstrate its compliance with this Agreement and provide them on reasonable request by Provider or any regulatory body, provided that Section 2.4 applies to any information about Actors that Provider receives; and
- (i) promptly notify Provider upon becoming aware of any infringement, suspected infringement or alleged infringement of Provider's Services, Application, related software, copyrights, patents, Provider Trademarks or other intellectual property rights and assist Provider in safeguarding such rights; and
- (j) promptly notify Provider of any defects, suspected defect or alleged defect in the Services, Application and/or Documentation; and

- (k) maintain, during the term of this Agreement, at its sole expense, insurance required by applicable law and as appropriate to cover Partner's potential liabilities under this Agreement.

3.3. Agreements with Actors.

- (a) Any Partner sale to an Actor under this Agreement must be under a separate agreement between the Partner and Actor ("Actor Agreement") and must include: (i) an access or license grant to the Actor (as applicable); (ii) an obligation for the Actor to comply with the provisions set forth in this Agreement on Provider's rights to use Actors' Service Data as set out in Section 10.3, provisions on compliance with laws and regulations including any Data Protection Laws and authority guidance applicable to the processing of Personal Data (as defined in Schedule 2 (Data Processing Agreement)) by the Actor and the Partner; (iii) valid and enforceable terms as protective as this Agreement on Provider's intellectual property, and (iv) all other Partner restrictions and undertakings that apply to Actors; and (v) a provision informing the Actor that its access may be suspended or ended where Partner's access to the Services is suspended or ends under this Agreement, including for Partner's non-payment. Provider may make available a template set of end-user terms which Partner may adopt under its own brand, but Partner remains responsible for the terms of its Actor Agreements.
- (b) Provider is in no way involved in the commercialization of the Solution to the local Actors and Partner is a sole interface for the Actors. Partner will be solely responsible for performance or non-performance of any and all obligations relating to each such separate Actor Agreement between Partner and Actor. Accordingly, notwithstanding any provisions herein to the contrary, nothing herein may be construed to cause any authorised user or Actor to be a third party beneficiary under this Agreement or to cause any authorised user or Actor to have any cause of action or claim against Provider in connection with or relating to this Agreement.
- (c) If Provider reasonably believes that Actor is violating its Actor Agreement with Partner, or is using Services or Application without having an Actor Agreement with Partner, the latter will, at its own expense:
 - (i) cooperate with Provider in Provider's investigation of the applicable Actor;
 - (ii) effectively enforce the customer agreement against the Actor, including termination, or, if an Actor is using Services or Application without having an Actor Agreement with Partner, immediately disable, revoke or delete Actor's access to Services or Application.
 - (iii) indemnify Provider, its Affiliates, its suppliers and third-party licensors against any actual damage or loss caused by such Actor's unauthorised use of the Services or Application, or by the unauthorised use of the Services or Application by any person who obtained access to them through the Partner or that Actor.
- (d) The prices in Provider's pricelists and the fees for Partner's plan may be revised only with effect from the start of a new billing period of Partner's plan, and on at least thirty (30) days' prior written notice to Partner. In the case Provider releases new modules to the Services, these new modules will be added to Provider's pricelists at the time the new modules are introduced and Partner will be charged for a new module only if it chooses to add it. For the avoidance of doubt, Partner is free to unilaterally determine its resale prices towards Actors.
- (e) The Services, Application and Documentation shall be provided to Actors by Partner on terms and conditions that are determined by Partner, in accordance with any applicable laws and regulations.

4 SERVICES

4.1. Provision of Services. Subject to the Service description provided in Schedule 1, Provider will provide the Services to Partner from the date Partner's account is activated. Provider's onboarding for a new Partner (the "Setup Services") consists of access to Provider's getting-started help documentation and, on Partner's request, an onboarding call. Subject to and conditioned on Partner's compliance with the terms and conditions of this Agreement, Provider grants Partner a non-exclusive, non-transferable, non-assignable limited right to access and use the Services within the usage allowances of Partner's plan during the term stated in the Article 14 (Term and Termination), for its internal business operations and for the purposes of operating a white-label instance and sublicensing access to Actors as referenced in Section 2.1 and 2.3 hereof.

4.2. Hosting and backups. Provider hosts the Platform. Partner is responsible for its own internet access, devices and domain configuration, and for any website, portal or other system of its own that its Actors use. Provider takes daily backups of the Platform as part of its ordinary operations. These are whole-system backups held for Provider's disaster recovery and are not separate archives for individual Partners, and Partner remains responsible for keeping its own copies of any Partner Materials held outside the Platform.

4.3. Changes. Provider will continuously enhance the Services and Application from time to time and may modify them at Provider's sole discretion, for any purpose deemed appropriate by Provider. Provider will use reasonable efforts to give Partner prior written notice of any material modifications, unless security, legal or system performance considerations require an expedited change. It is Partner's responsibility to ensure that its usage is compatible with the then-current

Services/Application. Provider endeavours to maintain backward compatibility, but where it cannot, it shall provide at least sixty (60) days' notice prior to implementing changes that do not maintain backward compatibility. In the case where certain modules or Services are no longer needed or replaced by new Services, Provider may in its reasonable discretion suspend or discontinue any of the Services by not less than six (6) months' prior written notice to Partner. If Provider discontinues a module or feature in a way that materially reduces the core functionality of the Services and does not provide a reasonably equivalent replacement, Partner may terminate this Agreement by written notice given before the discontinuation takes effect, and Provider shall refund any fees prepaid for the period after termination.

4.4. Suspension or Termination of Services or Right to Use The Application. Notwithstanding anything to the contrary in this Agreement, and in addition to other agreement's provisions regarding suspension or termination of Services or license for Application, Provider may suspend or deny Partner's or any Actor's access to any portion of, or all of the Services, without incurring any resulting obligation or liability, in accordance with the final paragraph of this Section 4.4, if:

- (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or
- (b) Provider unilaterally determines that:
 - (i) there is a real security or operational risk to the Service or if required by law or regulation in which event Provider will provide appropriate supporting evidence;
 - (ii) Partner, or any Actor, has materially breached this Agreement, or accessed or used the Services or Application beyond the scope of the rights granted or for a purpose not authorized under this Agreement;
 - (iii) Partner's use of the Services exceeds the usage allowances of its plan and Partner has not upgraded its plan or reduced its use within fourteen (14) days of written notice from Provider, or any use of the Services is causing a material degradation of service for other users of the Platform;
 - (iv) Partner or any Actor is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services or use of Application;
 - (v) there is a reasonable likelihood that Partner or Actor(s) may expose Provider, Provider Affiliate, or contractor to legal liability or creates a security risk to the Service or any person in which event Provider will provide appropriate supporting evidence;
 - (vi) Partner or Actor(s) violate(s) any applicable law or regulation;
 - (vii) if any undisputed charge owing by Partner under this Agreement is thirty (30) or more days overdue, subject to Section 4.6; or
 - (viii) this Agreement expires or is terminated.

Provider will exercise its rights under this Section 4.4 as follows: (A) under paragraph (a), or paragraph (b)(i), (iv), (v) or (vi), Provider may suspend immediately where it reasonably considers this necessary, and will notify Partner as soon as reasonably practicable; (B) where the ground relates to an individual Actor, Provider will limit the suspension to that Actor's access where reasonably practicable, and will notify Partner; (C) in any other case under paragraph (b)(ii) or (iii), Provider will first give Partner written notice describing the issue and at least fourteen (14) days to remedy it; and (D) under paragraph (b)(vii), Section 4.6 applies. Partner is not entitled to any financial remedy for a suspension made in accordance with this Section 4.4. Provider will restore access promptly once the cause has been remedied. If the cause cannot be remedied, or Partner fails to remedy it within a reasonable time, Provider may terminate the relevant Services or access to the Application.

4.5. Effect of termination on Services or Right to Use the Application. At the end of this Agreement for any reason, Provider will terminate Partner's or Actors' access to the Services and Application (Partner will include a provision in its Actor Agreements to permit such termination); and return or destroy any Provider materials received. At any time during the Term and, except where Section 4.6(c) applies, for ninety (90) days after the end of this Agreement, Provider will on Partner's written request provide an export of Partner's and Actors' Service Data as a zip file in commonly used machine-readable formats, including the URL path of each Actor profile, so that Partner can recreate its Actors' profiles on another platform. Where Partner serves the Solution on its own domain, Partner keeps control of that domain and may point it elsewhere after the end of this Agreement. After that ninety (90) day period Provider may permanently delete the Service Data, and copies held in Provider's backups are overwritten in the ordinary course of its backup cycle. Provider has no obligation to keep any profile URL or card link working after the end of this Agreement. Subject to Provider's obligations under applicable Data Protection laws, Provider may need to store certain information and content (including Personal Data) after the end of this Agreement for a limited period of time to comply with applicable laws, Provider's obligations under this Agreement and Provider's internal policies to ensure the seamless functioning of the Platform.

4.6. Non-payment. If any undisputed amount owing by Partner remains unpaid after its due date:

- (a) Provider may send Partner payment reminders;

- (b) once the amount is thirty (30) days overdue, Provider may suspend access to the Solution for Partner and all of its Actors and their authorised users, provided that Provider has given Partner at least seven (7) days' prior written warning, and Provider will restore access promptly once the overdue amount has been paid in full;
 - (c) once the amount is ninety (90) days overdue, Provider may terminate this Agreement and permanently delete Partner's and Actors' Service Data, provided that Provider has given Partner at least fourteen (14) days' prior written warning of the deletion; and
 - (d) at any time before deletion, Partner may request the export described in Section 4.5, which Provider will provide whether or not the overdue amount has been paid. This does not affect Provider's right to recover the overdue amount.
- An amount is disputed only if Partner notifies Provider in writing, in good faith, of the dispute and its reasons within fourteen (14) days of the invoice date. Any other amount is undisputed for the purposes of this Agreement.

5 APPLICATION AND DOCUMENTATION

5.1. Application License. Subject to and conditioned on Partner's compliance with the terms and conditions of this Agreement, Provider grants to Partner a non-exclusive, revocable, non-transferable and fully paid-up license, sublicensable to Actors and their authorised users solely as permitted by Sections 2.1 and 2.3, to use the Application made available by Provider during the Term, for its internal business operations and for the purposes of operating a white-label instance and sublicensing access to Actors as referenced in Section 2.1 and 2.3 hereof.

5.2. Application Hosting. Provider shall host and manage the Application and Services. Partner shall bear full and sole responsibility if it elects to publish a branded version of the Application to any third-party application store (including the Apple App Store and the Google Play Store), whereas Provider shall give reasonable and necessary inputs to enable the same. Provider will have no responsibility or liability for any failure of the Services, including without limitation under Schedule 4 (Support and Service Levels), resulting from Partner's failure to comply with the requirements of this Section.

5.3. Documentation License. Subject to and conditioned on Partner's compliance with the terms and conditions of this Agreement, Provider grants to Partner a non-exclusive, non-sublicensable other than to the paying Actors, non-transferable and fully paid-up, revocable license to reproduce and use Documentation made available by Provider during the Term, solely for Partner's internal business operations in connection with its use of the Services and solely as necessary to support Actors' use of the Services and Application.

5.4. Purpose. Partner's affiliates may not use the Services under Partner's plan unless Provider agrees in writing.

6 ACCEPTABLE USE AND RESTRICTIONS

6.1. Acceptable Use. Partner will:

- (a) create individual accounts for each authorized user of Actors and use reasonable endeavours to ensure that such accounts are only used by such authorized user through the use of his or her own then valid access credentials;
- (b) if an authorized user cease to be an authorized user, promptly close down such user's account by contacting Provider;
- (c) promptly report to Provider all problems (including errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Services and Application; and
- (d) use the Services and Application only as authorized herein and instruct its authorized users including Actors having access to the Services and Application to act in conformity with Partner's obligations under this Agreement.

6.2. Restrictions. Partner must not itself and must not permit any Actor or any other third party or person to, access or use the Services or Application or Documentation except as expressly permitted by this Agreement and, in the case of non-Provider products, the applicable third-party terms of service and/or license agreement. Partner must not at any time, directly or indirectly, and must not permit any Actor or any other third party or person to:

- (a) access or use the Services or Application or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law or regulation;
- (b) input, upload, transmit, or otherwise provide to or through the Services or Application, any information or materials that are unlawful or injurious, or contain, transmit, or activate any viruses or activate any harmful code;
- (c) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services/Application or Provider's provision of services to any third party, in whole or in part;

- (d) copy, modify, or create derivative works or improvements of the Services or Application or Documentation, in whole or in part;
- (e) other than as expressly permitted in this Agreement (including the appointment and sublicensing rights in Sections 2.1 and 2.3), to rent, lease, lend, sell, sublicense, assign, publish, transfer, or otherwise make available any Services or Application or Documentation to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (f) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the software used to access the Services or Application or Documentation, in whole or in part;
- (g) bypass or breach any security device or protection used by the Services or Application or Documentation or access or use the Services or Application or Documentation other than by an authorized user through the use of his/her/other own then valid access credentials;
- (h) remove, delete, alter, or obscure any trademarks, documentation, end user license agreements (if applicable), warranties, or disclaimers, or any copyright, trademark (except to the extent where Partner removes or replaces Provider marks in the white-label UI considering that Provider back-end intellectual property notices are appropriately positioned and communicated), patent, or other intellectual property or proprietary rights notices from any Services or documentation, including any copy thereof;
- (i) access or use the Services or Application or Documentation for purposes of competitive analysis of the Services or Application or Documentation, the development, provision, or use of a competing software service or product; or
- (j) provide Platform passwords or other log-in information to any third party, except Actor's authorized users as specifically regulated by this Agreement;
- (k) share non-public Platform features or content with any third party;
- (l) otherwise access or use the Services, Application and Documentation beyond the scope of the authorization granted in Article 6.

6.3. Control and responsibility. Partner is responsible and liable for all uses of the Services, Application and Documentation resulting from access provided by or attributable to Partner. Partner is responsible for any act or omission by Actors that would constitute either a breach of this Agreement if taken by Partner, or a breach of obligations attributable to Actors under this Agreement. Any such breach attributable to an Actor will be deemed a material breach of this Agreement by Partner only if Partner fails to remedy that breach, or to terminate that Actor's access to the Solution, within thirty (30) days of written notice from Provider.

6.4. Access and Security. If Partner becomes aware of any actual or threatened activity prohibited by Article 6, Partner shall, and shall cause Actors to immediately: (a) take all reasonable measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services, Application and Documentation and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

7 PROFESSIONAL SERVICES

7.1. Additional services. Any additional services, such as custom development, will be agreed separately in writing.

8 FEES AND PAYMENT

8.1. Fees. Partner shall pay Provider the fees set out in Schedule 3 (Commercial Terms), as calculated in each received invoice.

8.2. Payment. Fees are payable in advance at the start of each billing period, using the payment method set up in Partner's account, and are due on the invoice date. Partner shall pay without any right of set-off or counterclaim. If Partner disputes an invoice, the latter undertakes to pay all undisputed amounts as they become due.

8.3. Taxes. Each party is responsible for its own taxes. Provider is responsible for any tax based on Provider's net income, and for the personal income tax of its employees or contractors.

9 SECURITY AND DATA PROCESSING

9.1. Information Security. Provider will implement and maintain appropriate technical and organisational measures to protect Service Data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure or

access, including the measures described in Appendix 3 to Schedule 2 (Security Measures). Provider may update those measures from time to time, provided that the overall level of protection is not reduced.

9.2. Partner Control and Responsibility. Partner has and will retain sole responsibility for: (a) all Service Data, including content and use; (b) all information, instructions, and materials provided by or on behalf of Partner or any Actor in connection with the Services; (c) Partner's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Partner or through the use of third-party services ("**Partner Systems**"); (d) the security and use of Partner's and Actors' access credentials; and (e) all access to and use of the Services, Application and Documentation directly or indirectly by or through the Partner Systems or Actor's access credentials, with or without Partner's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use, except to the extent caused by Provider's breach of this Agreement or of Schedule 2 (Data Processing Agreement).

9.3. Partner acts as data controller, or as data processor on behalf of an Actor, in respect of personal data included in any content or information processed through the Services, and appoints Provider as data processor (or sub-processor, as applicable) under applicable Data Protection Laws. Where required under applicable Data Protection Laws, the parties will enter into any additional data processing or transfer agreement necessary for the processing or transfer of that personal data.

9.4. Additional terms are set out in Schedule 2 (Data Processing Agreement).

10 OWNERSHIP

10.1. Provider's IPR. Provider, its Affiliate or its contractor retains all intellectual property rights and know-how in and to (a) anything provided by Provider to the Partner under this Agreement (b) the Services, Application and Documentation and any other service provided under this Agreement, including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service; (c) any graphics or content included in (a) and (b); (d) all underlying software, data, and other materials that operate the Services and Application (including any Application Programming Interfaces (APIs) and Software Development Kits (SDKs) (if applicable); (e) Provider Operations Related Data; (f) data derived from the Partner's and Actors' usage of the Services, Portal and Application (excluding Service Data and personal data) and (g) any modification, enhancement or derivative work made of (a) through (c), including Partner's or Actor's Feedback or suggestions about Services, Application or Documentation.

10.2. Partner's IPR. Partner represents, warrants, and covenants to Provider that Partner owns or otherwise has and will have the necessary rights and consents in and relating to the Service Data so that, as received by Provider and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law, including data protection, data transfer and privacy laws.

10.3. Service Data and Partner Materials License. Partner grants Provider and its Affiliates a paid-up, worldwide, license to copy and use Service Data for (a) normal operation and support of the Service and to fulfil this Agreement; (b) testing, developing, manufacturing or improving any Provider products or services (including but not limited to the Setup Services, Services and Support Services), provided that Service Data used for this purpose is first aggregated or anonymised so that no Actor, authorised user or other individual is identifiable, and provided further that Provider processes personal data contained in Service Data only in accordance with Schedule 2 (Data Processing Agreement); and (c) Provider reports or analysis to any person, on the condition that no Partner, Actor, authorised user or other individual is identifiable. In addition, Partner shall grant Provider and its Affiliates a paid-up, worldwide licence, for the Term, to use the Partner Materials to the extent necessary for the supply of the Application and Services.

10.4. Feedback. If Partner provides any suggestions for improvements to the Support Services, Services or Support Services or to Provider or its affiliates' processes or ways of working ("**Feedback**"), Provider shall be free to use, disclose, reproduce, license or otherwise distribute and exploit such Feedback provided to it as it sees fit and without restriction or obligation or compensation to the Partner. Given Feedback shall not create any confidentiality obligation for or upon Provider unless explicitly stated as such in written by Partner.

10.5. Data Accuracy. Provider shall have no responsibility or liability for the accuracy of data uploaded to the Platform or Portal or Application by Partner or Actors, including without limitation Service Data and any other data uploaded by Partner, Actors or other users.

10.6. Data Erasure. Provider may permanently erase Service Data only in accordance with Sections 4.5 and 4.6 and the Data retention policy, without limiting Provider's other rights or remedies.

11 TRADEMARKS

11.1. Trademarks. Neither party shall use the other's marks publicly without receiving consent from the opposite party in writing. Partner is entitled to brand the front-end of the Services and Application as its own. Additionally, an optional statement that the Application and Services are "powered by Swift Connect" may be included, but only if agreed by the parties in writing.

12 INDEMNIFICATION

12.1. Provider Indemnification. If any unaffiliated third party asserts a claim or alleged claim (including legal proceeding) against Partner that the Partner's proper use of the Services infringes a patent, copyright or trade secret, Provider will defend and indemnify Partner against that claim, including any amount (including legal fees) that is finally awarded by a court or included in a settlement.

12.2. Provider has no obligation for any claim under this Article to the extent the claim is based on: (a) any Partner's and/or Actors' content, non-Provider product, or any product, service or material that Partner/Actor(s) provide(s) or make(s) available when using a Services; (b) the use of the Services in combination with products, software, or services not supplied by Provider; (c) any modification of the Services by any person other than Provider and any Partner's specification, design or instruction that violates any law or other person's right; (d) any open source software; (e) the Partner or Actor(s) causing or contributing to the events that gave rise to the infringement claim for which it seeks defence and/or indemnity; (f) the value of the Partner's use of a product service, data, business process, or other intellectual property rights not provided by Provider, including the Partner's products, services, data and business processes; (g) a specification, requirement, design or instruction provided by the Partner; or (h) use of all or part of the Services, if the Partner refuses an alternative that is not subject to the claim, or refuses to discontinue using it when notified under Section 12.5.

12.3. Partner Indemnification. Partner indemnifies and defends Provider, its Affiliate or contractor against any third party claim or alleged claim (including fines, penalties or other loss or damages) that (a) any Service Data or Partner Materials infringe any law or that third party's rights, patent, copyright, or trade secret; (b) arises from Partner's or Actor(s)' or any authorised user's violation of Article 6 (Acceptable Use and Restrictions); or (c) arises as a result of Partner's or any Actor's or authorised user's breach of this Agreement or the applicable Actor Agreement, or their negligence or wilful misconduct, related to the use of the Services/Application.

12.4. Indemnification Procedure. A Party seeking protection under this Article will: (a) promptly notify the other in writing of the details of the claim, including identifying the specific claim implicating the Services/Application; (b) provide the other party with information and assistance that the other Party requests; and (c) gives the other Party the full authority to control, defend and settle the claim (with the full cooperation of the party seeking protection). The indemnifying party shall not settle any claim in a way that admits fault on behalf of, or imposes any obligation on, the indemnified party without its prior written consent, which shall not be unreasonably withheld.

12.5. Remedies. If the Services become, or in Provider's reasonable opinion are likely to become, the subject of a claim under Section 12.1, Provider may at its option and expense: (a) obtain for Partner the right to continue using the affected Services; (b) modify or replace them so that they are no longer infringing, without materially reducing their functionality; or (c) if neither is reasonably practicable, terminate the affected Services on written notice and refund any fees prepaid for the period after termination. This Article 12 states Provider's entire liability, and Partner's sole remedy, for third-party intellectual property infringement claims.

13 LIMITATIONS OF LIABILITY AND DISCLAIMERS

13.1. Clarification. References to liability in this Article 13 include every kind of liability arising under or in connection with this Agreement including but not limited to any indemnities, liability in contract, tort (including negligence), misrepresentation.

13.2. Limitations. Neither Party shall be liable to the other (or any third party related to the other party, including its customers or affiliates) under any claim (including any indemnity) or theory of liability for any indirect, punitive, special, incidental or consequential loss, and even if the other party knew it was possible or reasonably foreseeable including for example, loss of business or business interruption, loss of goodwill, loss of market share, loss of revenue, loss of actual or anticipated savings, loss of profit, ex gratia payments, regulatory fines, or loss of a Party's regulatory license for reasons outside that Party's reasonable control. Provider's sole obligation in respect of any loss or corruption of Service Data caused by Provider is to use reasonable endeavours to restore the lost or corrupted Service Data from its most recent backup.

13.3. CAP. Subject to Section 13.2 above and Section 13.4 below, each party's total aggregate liability for all direct damages and losses to the other party in any twelve (12) month period shall not exceed one hundred per cent (100%) of the Annual Fees. Notwithstanding the foregoing, each of the following shall not exceed the greater of fifty thousand pounds sterling (GBP 50,000) and five hundred per cent (500%) of the Annual Fees: (a) Partner's total aggregate liability for a breach of Section 2.3 (Actors), Section 6.1 (Acceptable Use), Section 6.2 (Restrictions), Section 6.3 (Control and responsibility) or Article 9 (Security and Data Processing); (b) Provider's total aggregate liability for a breach of Article 9 (Security and Data Processing) or Schedule 2 (Data Processing Agreement); and (c) each party's total aggregate liability under Article 12 (Indemnification) for third-party intellectual property claims. "Annual Fees" means the fees paid or payable by Partner under this Agreement in the twelve (12) months before the first event giving rise to the liability or, where Partner has held a paid plan for less than twelve (12) months, the fees that would be payable for twelve (12) months on its current plan.

13.4. Exclusions. The limitations and exclusions in this Article 13 do not limit:

(a) either party's liability for:

(i) a breach of Article 15 (Confidentiality), provided that "personal data" or "personal information" (as such terms may be defined by the applicable Personal Data Protection Law) shall not be considered information protected under Article 15 for purposes of this exclusion;

(ii) any liability that cannot be limited under applicable mandatory law

(b) Partner's liability for infringing or misappropriating Provider's intellectual property rights, including where this arises from a breach of Section 6.2 (Restrictions) or Article 11 (Trademarks).

13.5. DISCLAIMER OF WARRANTIES. SUBJECT TO PROVIDER'S OBLIGATIONS AS STIPULATED IN THE AGREEMENT HEREIN, PROVIDER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, APPLICATION OR ANY FUNCTION CONTAINED THEREIN WILL MEET PARTNER'S AND/OR ACTORS' REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES, APPLICATION, SOFTWARE, DOCUMENTATION, PROVIDER PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, PROVIDER DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR PURPOSE.

13.6. The limits and exclusions apply to each Party and its employees, contractors, and Affiliates collectively.

13.7. Except to the extent caused by Provider's breach of this Agreement, Provider assumes no responsibility or liability for content supplied by Actors or their users, or for Partner's dealings with its Actors.

14 TERM AND TERMINATION

14.1. Term. This Agreement starts on the Effective Date and continues for as long as Partner holds an active paid plan, renewing automatically with each billing period of that plan (monthly or annual, as applicable). Partner may end this Agreement with effect from the end of its current billing period by cancelling its plan in its partner account or by written notice. Where Partner cancels an annual plan within thirty (30) days of its start or renewal date, Provider shall refund the fee paid for that annual period; otherwise fees paid are not refundable on cancellation by Partner. Provider may end this Agreement on at least ninety (90) days' written notice, and shall refund any fees prepaid for the period after the end date.

14.2. Termination.

Either Party may:

- (a) terminate this Agreement by written notice if the other party materially breaches it and, where the breach can be remedied, fails to remedy it within thirty (30) days of written notice requiring it to do so (non-payment is dealt with in Section 4.6); or
- (b) terminate this Agreement immediately upon written notice if the other party (i) breaches confidentiality provisions in this Agreement; or (ii) ceases its business, cannot pay its debts when due, or is subject to insolvency or bankruptcy proceedings;

15 CONFIDENTIALITY

15.1. A party will (a) only use or copy any information or documentation that it receives under this Agreement to fulfil and manage its rights and obligations under this Agreement; (b) unless otherwise agreed by this Agreement, not disclose to any person, in any form or way, such information or documentation (including this Agreement) without written permission from the other party; and (c) keep it secure and protected to a reasonable level of care against loss, damage, or unauthorized access.

15.2. If a party must disclose such information by law, valid court order, or rules of stock exchange: (a) that party will (to the extent possible) give prior notice to the other party and allow the other party a reasonable opportunity to oppose disclosure; and (b) the parties must take all reasonable steps to protect the information and mitigate disclosure or its effects.

15.3. This Article does not apply to any portion of information or documentation that:

- (a) the disclosing party agrees to a disclosure to a person, or that is required to fulfil or manage a party's right or obligation under this Agreement;
- (b) is already or becomes publicly available, except by breach of confidentiality;
- (c) is demonstrably developed at any time without use of such documentation or information; or
- (d) was already known before disclosure or obtained at any time, without obligation of confidentiality.

15.4. A party may disclose information protected by this Article to its professional advisers, insurers, auditors and actual or prospective investors, lenders or acquirers who need to know it and are bound by obligations of confidentiality no less protective than this Article. The obligations in this Article continue for three (3) years after the end of this Agreement, and indefinitely in respect of trade secrets and personal data.

16 FORCE MAJEURE

16.1. Neither party is liable for any failure or delay to fulfil its obligations to the extent caused by any Force Majeure Event (as defined below). The party whose performance is affected by a Force Majeure Event is the "Affected Party".

16.2. For the purposes of this Agreement, "**Force Majeure Event**" means any circumstance beyond a party's reasonable control (regardless of whether it is as foreseeable or not) including, without limitation:

- (i) acts of God, casualty, flood, drought, earthquake, hurricanes, extreme weather or other natural disaster;
- (ii) lockout, epidemic or pandemic, including Covid-19 pandemic events;
- (iii) revolutions, terrorist attack, civil war, civil commotion or riots, war (whether declared or not), threat of or preparation for war, armed conflict, civil unrest or disturbance (including but not limited to serious human rights violations) or usurped authority, strike (nation or industry wide), industrial (including labor) disputes, destruction of production facilities, hostilities, sabotage, cyber-attacks (subject to Section 16.5), accidents that does not involve the party's fault or negligence, nuclear incidents, imposition of sanctions, embargo or other sanctions or requisitions, or breaking off of diplomatic relations;
- (iv) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, nonavailability or loss of export license or visas and permits for personnel;
- (v) collapse of buildings, fire, explosion or accident;
- (vi) interruption or failure of utility service.

16.3. The Affected Party shall:

- (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

- (ii) use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than twelve (12) weeks, either party may terminate this Agreement without liability towards the other party by giving fourteen (14) days' written notice to the other party.

16.5. A cyber-attack is a Force Majeure Event affecting Provider only if Provider had in place the measures required by Section 9.1 at the time of the attack. A failure of Provider's subcontractors or suppliers is a Force Majeure Event only to the extent that it is itself caused by a Force Majeure Event. If this Agreement is terminated under Section 16.4, Provider shall refund any fees prepaid for the period after termination.

17 GOVERNING LAW AND DISPUTE RESOLUTION

17.1. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

17.2. Dispute resolution:

- i) In the event of there being any dispute or difference between the Parties concerning the Agreement or anything contained herein, or in connection therewith or relating to any of the rights, duties, obligations, or the performance thereof, such dispute shall be finally settled by the courts of England and Wales. All documents filed in the proceedings shall be in English.

18 OTHER PROVISIONS

18.1. Partner may not assign any right or transfer any of its rights or obligations under this Agreement unless it has obtained the prior Provider's written consent and such consent shall not be unreasonably withheld. Provider may assign or transfer this Agreement to an Affiliate or to a purchaser of all or substantially all of the business to which it relates, on written notice to Partner, provided that the assignee agrees to be bound by this Agreement (including Section 2.4). Provider shall notify Partner of any such assignment to a person other than an Affiliate, and of any change in the person that controls Provider, and Partner may terminate this Agreement by written notice given within thirty (30) days of receiving that notice, in which case Provider shall refund any fees prepaid for the period after termination.

18.2. If any provision of this Agreement is held to be unenforceable:

- (a) that provision is to be interpreted either by modifying it to the minimum extent to make it enforceable (if permitted by law), or disregarding it (if not); and
- (b) the rest of this Agreement is to remain in effect as written.

18.3. The parties intend that this Agreement is to be interpreted as if the parties have negotiated and drafted it jointly.

18.4. To be valid under this Agreement, a notice or other communication must be in writing and given by one of the methods below to the address set out at the beginning of this Agreement or, in the case of Partner, to the contact details recorded in its partner account. A valid notice or communication is effective when received by the receiving party and is otherwise deemed received at the time set out below.

Permitted Method	When notice or communication is deemed given
-------------------------	---

E-mail or other agreed electronic means.	At the time of sending, unless the sender receives a message that the email was not delivered.
--	--

18.5. Changes to this Agreement. Provider may update this Agreement by giving Partner at least thirty (30) days' written notice identifying the changes and the new version number. If a change is materially adverse to Partner, Partner may terminate this Agreement by written notice given before the change takes effect, and Provider shall refund any fees prepaid

for the period after termination. Otherwise, Partner's continued use of the Services after the change takes effect constitutes acceptance of the updated Agreement. No other variation of this Agreement is effective unless agreed in writing by both parties.

18.6. Entire agreement. This Agreement, including its Schedules, constitutes the entire agreement between the parties relating to its subject matter and supersedes any earlier agreement, arrangement or understanding between them relating to that subject matter. Each party acknowledges that it has not relied on any statement, representation or warranty that is not set out in this Agreement. Nothing in this Section limits or excludes liability for fraud.

18.7. Waiver. A failure or delay by a party in exercising any right or remedy does not waive that right or remedy, and a single or partial exercise of a right or remedy does not prevent its further exercise.

18.8. Third party rights. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

18.9. Survival. Sections 2.4, 4.5 and 4.6(d), Articles 10, 12, 13, 15 and 17, this Article 18 and any other provision that by its nature is intended to survive, continue in force after the end of this Agreement.

19 DEFINITIONS

19.1. In addition to any definition set out in the beginning or in other parts of this Agreement, the expressions set out in Schedule 1 (Definitions) to this Agreement shall have the meanings ascribed to them at the above-mentioned Schedule 1 (Definitions).

Business use. Partner confirms that it accepts this Agreement in the course of its business and not as a consumer.

Acceptance. Partner accepts this Agreement by indicating acceptance when applying for, creating or holding a white-label partner account with Provider. Acceptance in that manner has the same legal effect as signature, and no signature is required for this Agreement to bind the parties. Where the parties choose to sign this Agreement instead, they may do so electronically and in counterparts, and the Effective Date is the date of last signature.

SCHEDULE	1	DEFINITIONS
-----------------	----------	--------------------

For the purposes of this Agreement, in addition to any terms or definitions defined elsewhere in this Agreement or Schedules to it, the following terms shall have the meanings ascribed to them as follows:

1.1.	“Actor” means any company, organisation, sole trader or individual which is provided with access to the Solution by the Partner, whether for its own business operations or for the professional use of its personnel.
	“ Actor Agreement ” has the meaning ascribed under Section 3.3(a).
1.2.	“ Affected Party ” has the meaning given to it under Section 16.1.
1.3.	“ Affiliates ” means (a) any entity that controls, is controlled by, or under common control with, a party, or (b) for Provider, means each legal entity that Provider directly or indirectly controls.
1.4.	“Application” means the software comprised in the Platform that Provider makes available for use by Partner, Actors and their authorised users, including the web-based user interfaces and any mobile or digital wallet applications that Provider makes generally available as part of the Platform from time to time. Use of the Application does not require the installation of any mobile application.
1.5.	“ Data Protection Laws ” has the meaning given to it in Schedule 2 (Data Processing Agreement).
1.6.	“ Data retention policy ” means Provider’s personal data retention policy under which, when a profile or account is deleted by Partner or an Actor, Provider deletes the personal data it contains from the live Platform, except that where the profile sits within a company or organisation account, the connection data collected through that profile (such as contacts and leads) remains in that account until Partner or the Actor deletes it, or until Service Data is deleted under Sections 4.5 and 4.6. At the end of this Agreement, or where Partner’s account is suspended for non-payment, Service Data is retained and deleted in accordance with Sections 4.5 and 4.6, and copies held in Provider’s backups are overwritten in the ordinary course of its backup cycle. Provider may update this policy on written notice to Partner, provided that no update shortens the periods in Sections 4.5 and 4.6.
1.7.	“ Documentation ” means any and all technical and other type of documentation, included but not limited to the information and documentation associated with the Platform, Setup Services, Services and Support Services provided by Provider under the Agreement.
1.8.	“ Provider Operations Related Data ” means any and all data gained, generated, developed and/or derived by Provider or Provider Affiliate, from or as a result of, the design, infrastructure, implementation, configuration and performance of the Services, under this Agreement, including but not limited to data models, trained algorithms, analytics and machine learnings models, insights, use cases, automated processes, software tools, methods, ideas, concepts, know-how and/or intelligent systems (including intellectual property therein), but excluding Service Data and personal data.
1.9.	“ Feedback ” means feedback or suggestions provided by Partner, Actors or any other user about Provider’s Services.
1.10.	“ Force Majeure Event ” has the meaning given to it in Section 16.2.
1.11.	“ Platform ” means the cloud based SWFT CONNECT platform consisting of its modules (including but not limited to Application, Portal).
1.12.	“ Portal ” means a web interface available to the users to manage Platform modules and see various analytics.
1.13.	“ Partner Materials ” means any information, documentation, data, tools or other materials in which intellectual property subsists (including software), that is owned by or licensed to Partner, and which is made available by Partner for Provider’s use in connection with the provision of the Application and/or Services.
1.14.	“ Partner Systems ” has the meaning given to it in Section 9.2.

1.15.	“Services” means the provision of the Platform and associated services by Provider to the Partner.
1.16.	“Service Data” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Partner or an Actor by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services.
1.17.	“Solution” means the instance of the Services which is operated and made available by the Partner in accordance with the terms of this Agreement
1.18.	“Term” means the period commencing on the Effective Date and ending on the date on which this Agreement expires or is terminated in accordance with its terms.

SCHEDULE	2	DATA PROCESSING AGREEMENT
----------	---	----------------------------------

This Schedule takes effect on the Effective Date and forms part of the Agreement;

The provisions of this Annex prevail over any contradictory provisions of the Agreement;

The provisions of the Agreement which are not expressly amended or revoked by this Annex remain valid and in full force and effect;

All references to the Personal Data Protection Laws (as defined herein above) or to another regulation under the Annex shall be deemed to include all their subsequent amendments and supplements.

1. DEFINITIONS

1.1 In this Annex the terms "personal data", "data subject" and "personal data processing" shall have the meaning assigned to them under the Personal Data Protection Laws, ordinances and guidelines, effective under the applicable legislation in Provider and Partner's respective jurisdictions.

1.2 “Personal Data Protection Laws” and “Data Protection Laws” mean the UK GDPR, the Data Protection Act 2018 and, where they apply to the processing, the EU GDPR and any other data protection law applicable to either party, each as amended from time to time.

2. SUBJECT OF THE ANNEX

2.1 By this Annex the Parties wish to establish the rights and obligations in relation to the processing of the personal data, which the Provider in its role of a Data Processor shall be processing on behalf of the Partner in its role of Data Controller (or, where the Partner acts as data processor on behalf of an Actor, in the Provider's role as sub-processor) in a manner which is transparent for the data subjects.

2.2 Complying with the clauses of this Annex by each Party shall not incur additional expenses for the other Party.

2.3 The processing, which shall be performed by the Processor under this Annex and the Agreement shall include the data categories and processing activities specified in Appendix I below.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Each Party shall comply with the Personal Data Protection Laws as defined herein above and any similar laws, regulations, ordinances and guidelines which apply to the performed data processing activities.

3.2 Regarding the personal data provided to the Processor in relation to the Agreement and the Annex (and regardless whether it has been provided by the Controller, by the data subject or in any other manner), the Processor guarantees that:

3.2.1 it processes such personal data solely for the purposes specified in Appendix I of this Annex and according to the provided instructions by the Controller in compliance with the applicable Personal Data Protection Laws;

3.2.2 it maintains the appropriate technical and organizational security measures of the processing (including without limitation, the appropriate policies, notified to the employees, the continuous management of data privacy compliance with them in the course of work and implementation of effective security measures), maintains protection against accidental or unlawful destruction, accidental loss, unauthorized access, modification or distribution, and any other illegal forms of personal data processing;

3.2.3 In particular, the Processor shall take measures to ensure that any individual acting under its authority, who has access to personal data, processes personal data in compliance with the Personal Data Protection Laws.

3.3 If explicitly requested by the Controller, the Processor shall provide copies of security reports, audit and control, as well as other documents, prepared by the auditors or by other persons which refer to data processing activities performed.

3.4 In order to comply with the rights of the data subjects, the Processor shall record and then refer all requests of data subjects it receives to the Controller within 5 (five) business days of receiving each request. As far as practicable, the Processor shall assist the Controller in the performance of its obligation to respond to the requests of the data subjects. In the event when the Controller receives requests by data subjects addressed directly to it, the Controller shall notify the Processor within 5 (five) business days of receiving each request.

3.5 In relation to each personal data breach (actual or alleged), related to this Agreement, including the Processor (or a subcontractor) or which the Processor has become aware of in any other manner, by virtue of the Personal Data Protection Laws the Processor shall:

- (a) inform the Controller of the breach without undue delay (and in any event within 24 hours of becoming aware of it);
- (b) provide to the Controller without any undue delay (and in any event as soon as it becomes available) information, which it would have reasonably requested regarding:
 - (i) the nature of the breach, including the categories and the average number of the data subjects and the affected record of personal data;
 - (ii) all investigations regarding this breach;
 - (iii) the possible consequences of the breach; and
 - (iv) all undertaken measures or such measures that the Processor recommends to be undertaken in order to deal with the breach and to mitigate its possible adverse consequences,

In the event where the Processor reasonably thinks that it would not be possible to provide the information within this timeframe, it will:

- (c) provide a written explanation to the Controller for the reasons of the delay and provide regular updates on these matters, maintain reasonable cooperation and assistance to the Controller in relation to each correcting activity to be undertaken in response to the personal data breach, including regarding each communication regarding the breach of personal data of the individuals whose personal data has been affected.

3.6 The Processor shall immediately inform the Controller if, in its opinion, an instruction of the Controller infringes the Personal Data Protection Laws.

3.7 The Processor shall ensure that persons it authorises to process the personal data are bound by an appropriate obligation of confidentiality.

3.8 Taking into account the nature of the processing and the information available to it, the Processor shall provide the Controller with reasonable assistance in carrying out data protection impact assessments and any prior consultation with a supervisory authority.

3.9 The Processor shall make available to the Controller the information reasonably necessary to demonstrate compliance with Article 28 of the UK GDPR, including by responding once in any twelve (12) month period to a reasonable written security questionnaire. The Controller may carry out an on-site audit only where required by a supervisory authority or following a personal data breach affecting the Controller's personal data; any such audit shall be on at least thirty (30) days' written notice, during normal business hours, at the Controller's cost, by an auditor bound by obligations of confidentiality, and not more than once in any twelve (12) month period.

3.10 The Processor shall not transfer the personal data outside the United Kingdom unless the destination is covered by UK adequacy regulations or the transfer is made subject to appropriate safeguards under the Personal Data Protection Laws, such as the International Data Transfer Agreement or the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner. The Controller authorises the transfers to the sub-processors listed in Appendix 2 on that basis.

4. SUB-PROCESSORS

4.1 The Processor may assign the personal data processing to a third party. In the event when the Processor includes another personal data processor (sub-processor) for performing specific activities of processing, the Processor imposes upon the subcontractor and ensures the performance of the same obligations, guarantees and responsibilities for personal data protection under this Annex and the Personal Data Protection Laws. The initially approved sub-processors are listed in Appendix 2 herein.

4.2 The Processor shall give the Controller at least thirty (30) days' prior written notice of any intended addition or replacement of a sub-processor. The Controller may object on reasonable data protection grounds within that period, in which case the Parties shall discuss the objection in good faith; if the objection cannot be resolved, the Controller may terminate the affected Services on written notice without penalty.

5. INDEMNIFICATION

5.1 The Processor shall keep the Controller indemnified against all risks, claims, cases, expenses, costs (including without limitation, legal fees and payments on the basis of full compensation), damages, losses and damages incurred resulting from or in relation to:

5.1.1 The Processor acting outside or against the legal instructions of the Controller; and

5.1.2 Each material breach by the Processor of its obligations for data protection under this Annex or the Personal Data Protection Laws.

5.2 The Controller shall indemnify and shall keep the Processor indemnified in relation to all claims, demands, cases, costs, expenses (including without limitation legal costs and payments on the basis of full compensation), damages incurred and losses resulting from or in relation to:

5.2.1 each material breach by the Controller of its obligation under this Annex; and

5.2.2 Each processing performed by the Processor or by a subcontractor by virtue of instruction by the Controller, which breaches the Personal Data Protection Laws:

(i) In the event when the Processor has notified the Controller that its instruction breaches the Personal Data Protection Laws;

(ii) With the exception to the extent to which the Processor is in breach of this Annex in any other way and this breach separately causes or contributes to the suffered damages.

5.3 If any Party receives a claim for compensation related to the personal data processing, it will duly notify the other Party and it will provide it with detailed information about such claim.

6. TERM AND TERMINATION

6.1 This Annex is entered into and it valid for the term of the Agreement.

6.2 Following the termination of the Agreement or after completion of the respective service of processing or upon written request by the Controller, the Processor shall delete in a secure manner or shall return to the Controller (according to the instructions of the Controller) all personal data after completion of the services for processing or after fulfilment of the purposes for processing and it shall delete the existing copies unless the Personal Data Protection Laws require its safekeeping or any legal proceedings which the personal data is subjected to are taking place.

7. GENERAL PROVISIONS

7.1 The amendments and supplements to the Annex may be performed in written form only.

7.2 In the event of any disagreement between the Parties with respect to the interpretation and implementation of any aspect of these Terms, the Parties agree to discuss in good faith to reach an amicable resolution prior to starting any litigation/legal proceedings against each other.

7.3 These Terms shall be construed, governed and enforced in accordance with the laws of England and Wales.

7.4 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms. Both Parties hereby submit to the exclusive jurisdiction of said courts for purposes of any such suit or proceeding and waive any claim that any such forum is an inconvenient forum.

APPENDIX I

1. Categories of Data Subject

a) Actors

2. Categories of Personal Data Processed

- Identity data such as full name, photos and videos;
- contact data such as the user's company's name, physical address, email address, phone number, social media links, website URLs, ;
- profile data such as username and password, interests, preferences, feedback and survey responses;
- usage data includes information about how the Website and Service are used, such as app launches within our Service, including browsing history, search history, product interaction, crash data, performance and other diagnostic data, and other usage data;
- technical data, limited to the IP address of devices used to view or manage profiles;
- marketing and communications data includes preferences in receiving marketing from Partner and users' communication preferences;

3. Purposes of Processing

- Performance of Contract

Actor Account-related data provided by Actors in connection with the sign-up, use, or support of the Actor Account (such as usernames, email address, phone number, etc.) is used to provide access to the Service, establish contact regarding the use of the Service, or provide notification of important changes to the Service. Such use is necessary for the performance

of the contract. Provider shall not use Actor personal data for its own direct marketing, or disclose it to any third party for that third party's marketing. Where the Platform allows, service communications to Actors are sent under Partner's branding.

- for internal business/technical operations, including troubleshooting, data analysis, testing, to prevent fraud or criminal activity, misuses of our products or services and ensure the security of our IT systems, architecture, and networks.

4. Personal Data Retention

The processed personal data shall be retained as per the written instruction of the Controller unless SWFT Connect are legally obliged to retain the data for a longer period.

Appendix 2

Provider Sub-processors			
Sub-processor	Service provided	Location of processing	Personal data processed
Amazon Web Services EMEA SARL (AWS)	Cloud hosting of the Platform and storage of Service Data	London, United Kingdom (eu-west-2)	All Service Data
ActiveCampaign, LLC (Postmark)	Sending system and branded notification emails	United States	Name, email address
Google LLC	Hosting of Google Wallet pass objects submitted through the Google Wallet API	United States and other countries in which Google operates	Profile data displayed on the wallet pass
Chargebee Inc.	Subscription billing and invoicing	EU (Frankfurt), Germany	Partner and billing contact details
Mollie B.V.	Processing of payments and refunds	Netherlands (EU)	Partner billing and payment details

Note on the wallet providers. Apple Inc. is not listed as a sub-processor. Apple Wallet passes are generated and signed by Provider and served to the user's device from Provider's own systems; where a pass is updated, the Apple Push Notification service carries an empty payload and the device retrieves the updated pass from Provider, so no pass content reaches Apple. Google LLC is listed because pass objects are submitted to and cached by the Google Wallet API. Under the Google Wallet API Terms of Service Google reserves the right to use information submitted to it to provide and improve its own products and services, which points to Google acting as an independent controller in respect of that data rather than as Provider's sub-processor.

Appendix 3 — Security Measures

Provider maintains the following measures in relation to the Platform and Service Data:

- (a) hosting of the Platform and storage of Service Data with Amazon Web Services in London, United Kingdom (eu-west-2);
- (b) encryption of Service Data in transit and at rest;
- (c) daily backups of the Platform;
- (d) access to production systems limited to personnel who need it to perform their duties; and
- (e) confidentiality obligations on all personnel with access to Service Data.

SCHEDULE 3 COMMERCIAL TERMS

1. The fees payable by Partner for the Services — including subscription fees, the usage included in a subscription, charges for usage above those included allowances, and wholesale pricing for NFC cards — are those of the plan Partner subscribes to, as shown to Partner at sign-up and in its partner account, and are payable in the currency of that plan.
2. Provider may update the published fees at any time. An update to the published fees does not change the fees payable by Partner in respect of an existing subscription except in accordance with Section 3.3(d), and Provider will give Partner written notice before any revised fee applies to Partner.
3. Where Provider and Partner have agreed different commercial terms in writing, those terms prevail over the published fees for the period agreed.

4. If there is any doubt about the fees for Partner's plan, the fees most recently notified to Partner by Provider in writing apply.
5. All fees are exclusive of VAT and any other applicable sales taxes, which Partner shall pay in addition where applicable.

SCHEDULE 4 SUPPORT AND SERVICE LEVELS

1. Definitions. In this Schedule, "Business Day" means Monday to Friday, excluding public holidays in England; "Downtime" means any period during which the Platform's public profile pages and the Partner portal are unavailable to all users, other than as a result of an Excluded Event; and "Monthly Fee" means the fee for Partner's plan for the relevant calendar month or, for an annual plan, one twelfth of the annual fee.
2. Support. Provider provides the Support Services to Partner, and not to Actors, by email, live chat and scheduled video call during its business hours on Business Days, as published in the partner account or help centre from time to time. Provider will give a first response to each support request within one (1) Business Day. Provider will start work on reported Downtime as soon as reasonably practicable.
3. Availability. Provider shall use commercially reasonable efforts to make the Platform available at least 99.5% of the time in each calendar month (the "Availability Target"), measured by Provider's monitoring systems. Availability is calculated as the total minutes in the month less minutes of Downtime, divided by the total minutes in the month, expressed as a percentage.
4. Excluded Events. The following are "Excluded Events" and do not count as Downtime: (a) scheduled maintenance notified to Partner at least forty-eight (48) hours in advance, and emergency maintenance needed to address a security risk; (b) Force Majeure Events; (c) unavailability caused by Partner, Actors or their users, their systems, or their domain or DNS configuration; (d) failures of services not provided by Provider; (e) suspension under Section 4.4 or Section 4.6; and (f) features identified as beta or preview.
5. Service credits. If availability in a calendar month falls below the Availability Target, Provider will, on Partner's written request made within thirty (30) days after the end of that month, credit against a future invoice: five per cent (5%) of the Monthly Fee where availability is at least 99.0% but below 99.5%; ten per cent (10%) where it is at least 95.0% but below 99.0%; and twenty-five per cent (25%) where it is below 95.0%. Credits for any month shall not exceed twenty-five per cent (25%) of the Monthly Fee, have no cash value, and are not available while any undisputed amount owing by Partner is overdue.
6. Sole remedy and termination. Service credits are Partner's sole and exclusive financial remedy for any failure to meet the Availability Target. If availability falls below 95.0% in any two (2) consecutive calendar months, or in any three (3) calendar months in a rolling six (6) month period, Partner may terminate this Agreement by written notice given within thirty (30) days of the end of the last such month, and Provider shall refund any fees prepaid for the period after termination.