

1. Agreement

This is an Agreement between the customer identified in the Order Confirmation ("**the Customer**") and Creditsafe Nederland B.V. ("**Creditsafe**") a company incorporated in the Netherlands under registered number 34288893 at the registered address Jan Pietersz. Coenstraat 10, 2595 WP The Hague.

- 1.1. The Creditsafe Service ("**Service**") purchased by the Customer will consist of products detailed in the Order Confirmation
- 1.2. This Agreement consists of:
 - 1.2.1. the order confirmation issued by Creditsafe relating to the Service (the "**Order Confirmation**");
 - 1.2.2. these terms and conditions ("**General Terms**") and;
 - 1.2.3. to the extent applicable, the following additional terms:
 - 1.2.3.1. the compliance terms, where the Customer is to use the compliance services ("**Compliance Terms**");

and constitutes the entire agreement between the Customer and Creditsafe in relation to the Service.
- 1.3. By signing the Order Confirmation, or by accessing or using the Service, the Customer accepts the content of this Agreement. Unless otherwise stated in these General Terms, where (i) the terms of the Order Confirmation conflict with the General Terms, the General Terms shall take precedence and (ii) where the terms in the Compliance Terms conflict with the terms of the Order Confirmation/General Terms, the Compliance Terms shall take precedence.

FOR TRIAL CUSTOMERS ONLY

Creditsafe's website at www.creditsafe.com/nl (as amended from time to time) may give the Customer the opportunity to request:

- 1.3.1. a free credit report in relation to a nominated business;
 - 1.3.2. a free demonstration of Creditsafe's standard website service; and/or
 - 1.3.3. a time-limited trial to access Creditsafe's standard website service or API,
- (collectively, the "**Trial**"). The free credit report and/or any other content and materials accessed by the Customer or provided to it pursuant to the Trial shall be referred to as the "Trial Content".
- 1.4. Clauses 1.5 to 1.12 shall apply to Customers who request a Trial only.
 - 1.5. By submitting a request, the Customer warrants that it is a business customer and agrees to be bound by this Agreement. Where an individual submits a request on behalf of a Customer, he/she warrants that he/she has authority to bind the Customer to this Agreement.
 - 1.6. By electronically accepting these General Terms or by accessing or using the Trial Content, the Customer requesting the Trial accepts the content of this Agreement and is entering into a legally binding agreement with Creditsafe for the provision of a Trial.
 - 1.7. These General Terms shall constitute the entire agreement between the parties in relation to the Trial and/or Trial Content and shall apply to the exclusion of any other terms, including any terms that the Customer may seek to impose.
 - 1.8. Clauses 1.2, 1.3, 1.4, 3, 8.1.1, 13 and 14 of this Agreement shall not apply to Customers who request a Trial.
 - 1.9. Save for the clauses that do not apply to Customers requesting a Trial (which are listed in Clause 1.10), any reference to the "Service" in this Agreement shall be read as though referring to the Trial and/or Trial Content (as applicable) for those Customers who request a Trial only.
 - 1.10. Subject to clause 8.1, where the Customer is given access to Creditsafe's services or the Trial Content through the Trial, it shall be limited to a fixed period of three (3) months, after which the Customer's access shall terminate.
- ### FOR CUSTOMERS USING SELF SERVICE
- 1.11. Where the Customer uses Self Service to manage its account and users, the customer warrants, represents and undertakes to:
 - 1.11.1. use Self Service for business purposes only;
 - 1.11.2. ensure that users registered to the Customer's account use the Services and the Self Service function for legitimate business purposes only;
 - 1.11.3. any users added by the Customer to the Customer's account are employees of the Customer;
 - 1.11.4. ensure that it has appropriate consents in place to use and/ or disclose its users information/ details; and
 - 1.11.5. ensure that any information and/ or data added by the Customer (or its users) is accurate and legitimate and its use does not breach any laws or regulations.
 - 1.12. The Customer grants Creditsafe a non-exclusive, perpetual licence to use any data and/or information uploaded by the Customer for analytical purposes.
 - 1.13. The Customer acknowledges and agrees that Creditsafe doesn't accept any responsibility for information or data uploaded by the Customer or its users.
 - 1.14. The Customer acknowledges and agrees that Creditsafe reserves the right to edit Customer account information and remove users and/or access to certain products and services.

The Customer accepts full responsibility for managing its account, including the actions of its employees and/or users. The Customer acknowledges that Creditsafe accepts no liability whatsoever for any loss or interruption to the Service arising from or in connection with the Customer's (or its users) use of the account or Services in a manner falling outside the terms of this Agreement.

2. Duration of the Agreement

- 2.1. This Agreement shall be in force from the date inserted on the Order Confirmation and continue for a period of 12 months unless otherwise stated in the Order Confirmation or if the Customer is a Customer requesting a Trial.
- 2.2. The Customer may be contacted during this Agreement period regarding new developments and products.
- 2.3. Creditsafe does not warrant that the Customer's use of the Service will be uninterrupted or error-free and is not responsible for any, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Creditsafe shall have no liability (on any account whatsoever) to the Customer as a result of or related to such events.
- 2.4. This Agreement entitles the Customer to access and retain the Service for the purposes detailed in this Agreement and for the duration of the Agreement only. The rights to access and use the Service shall automatically lapse on termination or expiry of this Agreement. No subscriptions, rights or credits may be extended or carried over on any renewal, unless agreed in writing by Creditsafe. No refund shall be payable by Creditsafe in respect of any unused rights or credits.
- 2.5. From time to time Creditsafe may at its absolute discretion, make and/or apply updates, alterations, modifications and adaptations to the Service or any element of the Service ("**Alterations**"). Creditsafe will take reasonable steps to inform the Customer of these Alterations with as much advance warning as possible.
- 2.6. The Client acknowledges that Creditsafe may from time to time change the manner in which it provides (and the Client can access) the Services and/or suspend, amend or discontinue functionality or materials comprised within the Services. Only if such a change will have a direct material and adverse effect on the operation of Client's business, to be determined at the sole discretion of Creditsafe, Creditsafe will notify Client, by registered mail, six (6) months before such a change is implemented. If Client does not agree to such a change, then either Party may, within thirty (30) days after the notification was sent by Creditsafe, terminate this Agreement in relevant part upon written notice to the other Party, with effect from the day the change is implemented. Continued use of the Services shall constitute Client's consent to such changes.
 - 2.6.1. By way of derogation of clause 15.3, all disputes in connection with the assessment made by Creditsafe on the 'direct material and adverse effect on the operation of Client's business' shall be referred to an independent expert to be agreed upon by Parties

3. Charges and Payment

- 3.1. In consideration of Creditsafe providing the Service, the Customer agrees to pay the sum specified in the Order Confirmation and or the invoice issued therewith ("**the Invoice**") on the times and dates specified therein. For the avoidance of doubt, all payments must be made within 21 days of the invoice date unless otherwise stated in the Order Confirmation or where the parties have agreed that payment shall be made by direct debit
- 3.2. Subject to clause 3.7, if the Customer fails to pay the amount specified on the Order Confirmation and or invoice on the times and dates agreed the full amount will become due with immediate effect.
- 3.3. In the event that the Service is suspended in accordance with clause 8, then Creditsafe shall be under no obligation to:
 - 3.3.1. Re-instate the Service and/or;
 - 3.3.2. Re-compensate the Customer in respect of any period of suspension from the time of payment default to receipt of payment.
- 3.4. If the Customer fails to pay Creditsafe any sum due pursuant to the Agreement, the Customer will be in default by operation of law (*Dutch: van rechtswege*) and all the amount(s) outstanding will become due with immediate effect. The Customer shall be liable to pay interest to Creditsafe on such sum from the due date for payment at the annual rate of 2% above the statutory commercial interest rate, accruing on a daily basis until payment is made, whether before or after any judgment.
- 3.5. If the Customer is declared bankrupt or is granted moratorium (*Dutch: surseance van betaling*) or a resolution for the dissolution or liquidation of its company is adopted or if the Customer is in default with respect to any of its obligations hereunder, then, in any of such event, the principal of the amount outstanding to Creditsafe under this Agreement and any interest accrued

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thereon shall be immediately due and payable without presentment, demand, protest or notice of any kind.

- 3.6. Creditsafe reserves the right to claim reasonable costs for obtaining payment out of court. Such costs for the obtaining of payment shall amount to 15% of the principal sum. If and to the extent that there is a situation in which the said percentage for the calculation of these costs for the obtaining of payment cannot be applied, such costs shall be calculated in accordance with the existing legislation and regulations, and in particular the provisions of article 6:96 of the Dutch Civil Code, and in accordance with case law.
- 3.7. The Customer agrees to fully indemnify Creditsafe against all third party costs incurred in the pursuit of payment.
- 3.8 Without prejudice to the generality of the foregoing provisions of this clause 3, where the Customer and Creditsafe agree that the Customer shall pay the amount specified in the Order Confirmation by direct debit then:
- 3.8.1. Creditsafe will use reasonable endeavours to contact the Customer by telephone to complete the direct debit mandate (which shall for the avoidance of doubt include the Customer providing its bank details and authorisation to any direct debit payments).
- 3.8.2. Where the Customer and Creditsafe are unable to complete the direct debit payment mandate within two working days of the date of the Invoice ("the Invoice Date"), then payment of the full amount of the sum specified in the Order Confirmation will become due within 21 days of the Invoice Date. In the event that the Customer fails to pay the sum due within the aforementioned 21 days, the full amount will become due with immediate effect and clauses 3.3 to 3.6 of this Agreement shall apply in full force and effect.
- 3.8.3. Where Creditsafe attempts to take a payment by direct debit and the payment fails for whatever reason, payment for the full amount of the sum specified in the Order Confirmation will become due immediately and clauses 3.3 to 3.6 of this Agreement shall apply. The Customer accepts that it shall be liable for any bank charges incurred by Creditsafe as a result of a failure of a direct debit attempt.
- 3.8.4. For the avoidance of doubt the provisions of this clause 3.7 shall only apply to Customers paying by direct debit.
- 3.9 The Customer acknowledges and agrees that:
- 3.9.1. Creditsafe may collect payment information relating to the Customer and its payment of Creditsafe's invoices, which will be used by Creditsafe as part of its products/services;
- 3.9.2. any failure by the Customer to pay Creditsafe's invoices on time may have an adverse impact on the Customer's credit rating; and
- 3.9.3. Additional Services: The Customer may request, and Creditsafe may agree (at its absolute discretion) to provide (at an extra charge) additional (i) Creditsafe services; and/or (ii) reports beyond the usage limits set out in the Order Confirmation ("Additional Services"). Creditsafe shall be entitled to invoice the charges for any Additional Services at any time after placement of the Customer's order for the Additional Services, and invoices shall be payable (without deduction or set-off) within 21 days of the invoice date, unless otherwise agreed with Creditsafe.
- 3.10 Inflationary, economic, political or organizational developments give Creditsafe the right to increase the prices of the prices of products or services at the time of (early) extension of the Agreement with a maximum of the CBS Dienstenprijzen; commerciële dienstverlening en transport, index.

Such developments shall also give Creditsafe the right to increase its prices annually in the course of an Agreement with a maximum of the CBS Dienstenprijzen; commerciële dienstverlening en transport, index.

4. Creditsafe's Proprietary Rights

- 4.1. For the purpose of this Agreement:
- a) "Data Provider" a third party provider to Creditsafe whose services, data, information, software or other material is supplied as part of the Service.
- b) "Documentation" means the documents (if any) made available to the Customer by Creditsafe from time to time, which sets out a description of the Services and the user instructions for the Service;
- c) "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and
- d) "Output Data" means the data or information, in whatever form, provided by Creditsafe in the course of providing the Service.

- 4.2. Except as expressly provided herein, the provision of or access to the Service, Documentation and/or Output Data does not grant the Customer any database rights or rights in the copyright, trademarks or any other Intellectual Property Rights of Creditsafe or any third party.
- 4.3 The Service, Documentation and Output Data is protected by Intellectual Property Rights. All Intellectual Property Rights in or arising out of or in connection with the Service, Documentation and Output Data shall be owned by Creditsafe or, where relevant, its third party subcontractors or the Data Providers (or their licensors).
- 4.4 The Customer is not permitted and will not allow any third party to copy, adapt, alter, modify, reverse engineer, disassemble, develop, create any derivative work, de-compile or otherwise interfere with any element of the Service, Documentation or Output Data without Creditsafe's written permission. Creditsafe may take steps to assist identification of its Service, Documentation and/or Output Data.
- 4.5 The Customer must take appropriate steps and adequate measures to protect against the misuse and/or unauthorised access of the Services, Documentation and Output Data.

5. Data Protection

For the purpose of this Agreement:

- (a) "**Data Protection Legislation**" means all data protection and privacy legislation and regulatory requirements in force from time to time which apply to a party including (to the extent applicable) (i); the General Data Protection Regulation ((EU) 016/679) ("**GDPR**") (ii) the Dutch Implementation Act of the GDPR; and (iii) any successor legislation to any of the foregoing, together with and any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Dutch Data Protection Authority (*Dutch: Autoriteit Persoonsgegevens*) or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time;
- (b) "**data controller**", "**personal data**", and "**processing**" have the definitions contained in the Data Protection Legislation;
- (c) "**SCC**" means, to the extent applicable: the European Commission's Standard Contractual Clauses for data transfers between EU and non-EU countries, as set out in the Annex to Commission Implementing Decision (EU) 2021/914 (as may be updated by Creditsafe from time to time), or such alternative clauses as may be approved by the European Commission from time to time ("**EU SCC**");
- 5.1. This clause sets out the framework for the sharing of personal data between the parties as independent data controllers.
- 5.2. The Customer is responsible for establishing the lawful basis for processing personal data obtained pursuant to use of the Services and maintaining compliance with the Data Protection Legislation in connection with such data. The Customer shall ensure that all applicable data subject rights are available to applicable individuals.
- 5.3. The Customer acknowledges that accessing personal data through the use of the Services is only permitted where the Customer has a lawful basis for doing so and the Customer warrants that it shall only request personal data where the Customer has a lawful basis for doing so.
- 5.4. The Customer agrees that it shall only access and use the Services for the purpose of credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement, debtor trace and other lawful business due diligence purposes.
- 5.5. The Customer acknowledges that it is its duty to record and demonstrate the existence of its lawful basis for processing.
- 5.6. Where the Customer uses the monitoring service, Creditsafe will inform the Customer by email whenever there is a relevant change in the data monitored. The Customer shall stop the monitoring service for monitored data when the Customer ceases to have a lawful basis for processing that data.
- 5.7. Where the Customer provides Creditsafe with any data or information (including but not limited to account and user information as part of Self Service) which includes personal data to enable Creditsafe to provide the Service, the Customer warrants that it has a lawful basis for doing so and that it has complied with the transparency requirements set out in Articles 13 and 14 of the GDPR as applicable and all other aspects of applicable Data Protection Legislation.
- 5.8. Subject always to clause 6.2, in the event that any of the personal data made available by Creditsafe as part of the Service is transferred to a Customer (or any group company or affiliate of a Customer ("Group Company")) if and solely to the extent expressly allowed by the terms of this Agreement) based outside the European Economic Area ("EEA") in a country or territory that has not been granted adequacy status pursuant to the EU GDPR (as appropriate) (a "Third Country") pursuant to this Agreement, the SCC shall apply to such transfers, as applicable. For the purpose of the EU SCC, the data exporter

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shall be Creditsafe, and the data importer shall be) the Customer (or its Group Company) located in the Third Country. For the avoidance of doubt, any SCC that apply pursuant to this clause 5.7 shall automatically cease to apply in the event that the Third Country in which the Customer (or its Group Company) is based is granted adequacy status pursuant to the EU GDPR (as appropriate). The Customer shall also at all times comply with any applicable local laws in the relevant jurisdiction.

Prior to the transfer of any personal data by Creditsafe to a Group Company based outside the EEA in a country or territory that has not been granted adequacy status pursuant to the EU GDPR (as appropriate) (if and solely to the extent that such a transfer is expressly permitted by Creditsafe in accordance with clause 6.2), the Customer acknowledges and agrees that such Group Company shall be required to enter into SCC directly with Creditsafe before accessing and/or using the Service (and the data included therein). As such, the Customer shall not provide any Group Company based in a Third Country with data obtained from the Service or otherwise allow the Group Company to access the Service (or the data included therein) in any way or by any means prior to such Group Company properly entering into the SCC directly with Creditsafe in the form described above (and prior to a copy of such signed SCC having been provided to Creditsafe). Further, the Customer warrants that it shall procure the compliance of any such Group Company with the terms and conditions set out in this Agreement.

5.9. In the case of a conflict or ambiguity between any of the provisions of this Agreement and the SCC, the provisions of the SCC will prevail.

5.10. The parties agree that if:

5.10.1. the Data Protection Legislation changes in such a way that Creditsafe considers that any provisions of this Clause 5 (including the SCC) are no longer adequate for the purposes of governing lawful data sharing exercises (including, for the avoidance of doubt, any subsequent changes made to the Data Protection Legislation and/or the SCC); and/or

5.10.2. the SCC are amended, replaced and/or superseded by a new standard contractual clauses approved by a competent authority, then Creditsafe may adapt, update or replace the terms of this Clause 5 as it considers reasonably necessary in light of such changes.

6. Customer Obligations and Conduct

6.1. The Customer shall:

6.1.1. provide Creditsafe with all information and assistance required to perform its obligations under this Agreement, and warrants that all such information shall be true, complete, accurate, not misleading, and in the agreed format. The Customer shall verify all information prior to submission and promptly correct any errors or omissions. not to do anything to harm Creditsafe's reputation;

6.1.2. not to do anything to harm Creditsafe's reputation;

6.1.3. abide by all laws & regulations applicable to its use of the Service and the data contained therein, including but not limited to full compliance with all aspects of Artificial Intelligence Legislation, Data Protection Legislation, anti-bribery and anti-corruption legislation;

6.1.4. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means. The Customer shall not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services. The Customer shall not access all or any part of the Services in order to build a product or service which competes with the Services nor will the Customer use the Services to provide services to third parties. Use of any automated system or software to extract data from the Site, the Application or the Services ("screen scraping") is expressly prohibited;

6.1.5. promptly notify Creditsafe of any suspected or actual breach of the terms of this Agreement;

6.1.6. restrict access to the Service to those employees who have a need to know as part of their official duties;

6.1.7. ensure that none of its employees (i) obtain and/or use any Output Data for personal reasons, or (ii) transfer any Output Data to any party except as permitted under this Agreement;

6.1.8. keep all User IDs and related passwords, or other security measures used to access the Service confidential and prohibit the sharing of User IDs. "User ID" means the subscriptions purchased by the Customer which entitle employees of the Customer to access and use the Services and documentation in accordance with this Agreement; and

6.1.9. immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination.

6.2. The Service made available to the Customer is a non transferable license and is provided solely for the Customer's own internal use within the Netherlands unless otherwise agreed by the parties in writing (including,

without limitation, in respect of any use of the Service by a group company or affiliate of the Customer). The Customer may not sell, transfer sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of any third party, any of the Service. The Customer may not include the Service in any product or service which the Customer sells.

6.3. The Customer shall only take such copies of the Service as are reasonably required for the use of the Service in accordance with this Agreement.

6.4. Unless otherwise detailed within your Order Confirmation, the use of the Service provided under the terms of this agreement is limited to one designated user any may not be used by any other person other than the designated user. The use of the Service by more than one individual, either simultaneously or otherwise will require the provision of additional licenses.

6.5. If the Customer receives prospecting or marketing information (**Prospecting Data**), the Customer is licensed to utilise the Prospecting Data for internal marketing purposes only. The Customer is responsible for determining on which lawful basis it shall utilise the Prospecting Data pursuant to the Data Protection Legislation and for compliance with all legal and regulatory requirements in relation to such Prospecting Data, including the Dutch Telecommunication Act (*Dutch: Telecommunicatiewet*).

6.6. The Customer is not permitted to use Prospecting Data which has a non-mailing-indicator ("**NMI**") from the Dutch Chamber of Commerce for direct marketing activities (commercial and charitable purposes), such as physical mail and door-to-door visits. The most up to date information about the NMI can be found on the website of the Dutch Chamber of Commerce at <https://www.kvk.nl/english/report-a-change/protecting-your-data-with-the-non-mailing-indicator/> and may be changed from time to time by the Dutch Chamber of Commerce, although the actual information on this website is binding between the parties. In the event of a breach of the aforementioned obligation(s), Creditsafe has the right to suspend or terminate the supply of this Prospecting Data to the Customer, with immediate effect, without prejudice to Creditsafe's right to claim damages and compensation.

6.7. **Beneficial Owner Data (when applicable)**

6.7.1 The Customer acknowledges and agrees that in case it receives Output Data from (or including) any register of beneficial owner information (relating to any companies and/ or organisations registered in the UK, Norway and/ or the European Union) may only be used for internal purposes and for the following purposes, where there is a legitimate interest in accordance with applicable legislation:

6.7.1.1 by public authorities that require the information as part of their statutory duties;

6.7.1.2 by obligated entities under applicable EU Anti-Money Laundering legislation, including financial institutions, auditors, lawyers and professional bodies when conducting customer due diligence measures;

6.7.1.3 by persons or organizations outside the obligated entities who have a demonstrable and legitimate need, for example, media engaged in investigative journalism, civil society organizations focused on preventing money laundering and terrorist financing, or private individuals/companies intending to enter into transactions with the relevant company or organization and therefore require insight into the ownership structure.

6.7.2 The Customer hereby warrants and represents that it will only use Output Data on beneficial owners for one or more of the purposes listed in section 6.7.1.

6.8 The Information provided by Creditsafe may be used by the Customer to gather knowledge about a company but may not be used as the sole source to assess the creditworthiness of that company. The Client shall always form its own judgment through its own interpretation and application of the trade information received and shall be solely responsible for its recommendations, predictions, comments and/or actions resulting from this judgment.

6.9 Artificial Intelligence Systems.

For the purposes of this Agreement:

(a) "**AIM System**" means any system comprising hardware, software, and networked components that automatically monitors, manages, documents, and controls the physical layer of an organisation's IT infrastructure.

(b) "**Artificial Intelligence Legislation**" means all artificial intelligence legislation and regulatory requirements in force from time to time which apply to a party including (to the extent applicable) the Artificial Intelligence Act (Regulation (EU) 2024/1689).

(c) "**Artificial Intelligence System**" means any software, system, or process that uses machine learning models (whether supervised, unsupervised, or reinforcement-based), neural networks, natural language processing systems, large language models (LLMs), predictive analytics tools, generative AI, computer vision systems, and any other automated systems or algorithms that process data,

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make decisions, or generate outputs based on patterns, inferences, or probabilistic logic.

- (d) **"Good Industry Practice"** in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.
- 6.10 The Customer may use the Output Data in Artificial Intelligence Systems, provided that such use complies at all times with the conditions set out in this Agreement.
- 6.11 In using the Output Data in conjunction with Artificial Intelligence Systems, the Customer shall:
- 6.11.1 use the Output Data solely for the purposes explicitly agreed in writing between the parties;
- 6.11.2 ensure the Output Data is kept secure and encrypted when incorporated into any Artificial Intelligence System, using at least Advanced Encryption Standard (AES) with a minimum 256-bit key;
- 6.11.3 implement and maintain robust security practices and systems, consistent with Good Industry Practice, to prevent unauthorised access, copying, modification, storage, reproduction, display, or distribution of the Output Data, and promptly remediate any such occurrences;
- 6.11.4 implement security governance that includes:
- 6.11.4.1 designating one or more employees to coordinate its data security program;
- 6.11.4.2 undertaking regular risk assessments to identify internal and external risks to the security, confidentiality, and integrity of the Output Data;
- 6.11.4.3 designing, implementing, monitoring and regularly assessing safeguards to mitigate such risks; and
- 6.11.4.4 ensuring secure authentication mechanisms reflect best practices for password management in relation to password length, history and aging; two-factor authentication; inactive session timeouts; account lockout time limits; blocking common or compromised passwords; and employee training and awareness;
- 6.11.5 ensure that under no circumstances Output Data is inputted into any open-source Artificial Intelligence System or AIM System, whether for training purposes or otherwise, without Creditsafe's separate prior written consent;
- 6.11.6 promptly notify Creditsafe of any misuse, unauthorised access or loss of the Output Data; fully cooperate with Creditsafe's investigations into such occurrences and bear the costs of remediation; and
- 6.11.7 acknowledge that Creditsafe may suspend the Customer's rights under this Agreement if any misuse, breach, or security incident is not promptly remedied.

7. Warranties and Limitation of Liability

- 7.1. The Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Creditsafe to guarantee. Whilst Creditsafe aims always to maintain a quality, fully operative service, the Service, Output Data and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied.
- 7.2. Specifically neither Creditsafe nor any of its Data Providers gives the Customer any warranty or assurance about the contents of the Service and/or the Output Data. Whilst Creditsafe does endeavour to maintain the accuracy and the quality of the Service and the Output Data, information contained may be incorrect or out of date. Therefore any use of the Service and/or Output Data is at the Customer's own risk.
- 7.3. Subject to clause 7.5, Creditsafe and its Data Suppliers shall not be liable for any indirect or consequential loss. Creditsafe and its Data Providers shall not be liable for the following types of financial loss (whether direct or indirect); loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.
- 7.4. Where any matter gives rise to a valid claim against Creditsafe its liability shall be limited to a sum equal to the sum paid for the Service supplied under this Agreement in the year the claim arises.
- 7.5. Nothing in this clause 7 or any other provision of this Agreement shall seek to exclude or limit liability for death or personal injury caused by negligence, or for breach of any applicable obligation under Title 7.1 of the Dutch Civil Code, fraud or fraudulent misrepresentation or any other liability that cannot be lawfully excluded or limited.
- 7.6. Each party to this Agreement warrants that it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required

for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement.

8. Termination

- 8.1. Creditsafe shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 8.1.1. the Customer fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- 8.1.2. Customer commits a material breach of its other obligations under this Agreement and (if remediable) fails to remedy that breach within 14 days of receipt of notice requiring it to do so;
- 8.1.3. the Customer is unable to pay its debts, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction (to the extent such action is permitted by applicable laws).
- 8.2. Notwithstanding its right to terminate the Agreement, where Creditsafe reasonably believes the Customer has breached any provision of this Agreement Creditsafe may, with immediate effect and without notice, suspend access to the Service.
- 8.3. Creditsafe may terminate part or all of the Services with immediate effect by giving written notice to the Customer if any agreement between Creditsafe and a Data Supplier, granting Creditsafe the rights to provide the Services expires or is terminated for any reason.
- 8.4. Upon termination or expiration of this Agreement:
- 8.4.1 all rights and licences granted under this Agreement, including the right to access and use the Service, shall immediately terminate;
- 8.4.2 the Customer must delete all and any part of the Service (including any data or reports obtained via the Service) held by the Customer in any format and the Customer may not make any further use of the Service (or the data obtained from use of the Service);
- 8.4.3 the Customer shall immediately pay to Creditsafe all of Creditsafe's outstanding and unpaid invoices;
- 8.4.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- 8.4.5 clauses 3, 4, 5, 6, 7, 8, 9 and 12 shall continue with full force and effect.

9. Indemnity

- 9.1. The Customer agrees to indemnify, defend and hold Creditsafe, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party (including any Data Provider) or incurred or suffered by Creditsafe or its parents, subsidiaries, affiliates, officers or employees in connection with:
- 9.1.1 any breach of this Agreement by the Customer;
- 9.1.2 any breach of any applicable laws and regulations by the Customer; or
- 9.1.3 any use by the Customer, whether authorised or unauthorised, of any Artificial Intelligence System in connection with this Agreement, including without limitation any use, processing, modification, or dissemination of the Output Data in connection with such system.

10. Assignment

- 10.1. Creditsafe may assign the benefit and novate the burden of this Agreement.
- 10.2. The Customer shall not assign or transfer any rights or obligations under the Agreement without Creditsafe's prior written consent.

11. Force Majeure

- 11.1. Creditsafe will not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of Creditsafe, including without limitation Internet outages, communications outages, power failures, fire, flood war or act of God.

12. Confidentiality

In this clause 12 the term **"Confidential Information"** means information, in any form, of a confidential or proprietary nature disclosed by one party to the other which is marked as confidential; or is identified as confidential at the time of disclosure; or would be regarded by a reasonable business person as being confidential, including but not limited to information regarding the disclosing party's business, customers, employees, suppliers, software,

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products, know-how, processes and business intentions. "Confidential Information" shall also include the Service and the Output Data belonging to Creditsafe and/or its Data Providers;

- 12.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
 - 12.2.1 To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - 12.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 12.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

13. Ledger 3D

- 13.1. In the event that the Company receives the Service via Creditsafe's interactive risk management tool, "3D Ledger", the Customer shall provide Creditsafe with information relating to its debtors ledger ("the **Payment Data**").
- 13.2. The Company hereby grants Creditsafe a non-exclusive, non-transferable, irrevocable, perpetual licence to include the Payment Data in products and services that Creditsafe will make available to its customers.

14. International Credit Reports

- 14.1. Company Credit Reports providing details of companies based outside the Netherlands are provided on a subject to availability basis, and the countries from which reports are available may vary throughout the course of the term of this Agreement.
- 14.2. Company Credit Reports providing details of companies outside the Netherlands are provided within the specific timeframes detailed at the Creditsafe website.

15. Miscellaneous

- 15.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.
- 15.2. Except for any rights of (i) data subjects as set out in the SCC; and/or (ii) any Data Supplier (in each case, to the extent applicable), the parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts shall not apply to this Agreement,
- 15.3. The terms of this Agreement, the provision of the Service, the relationship between the Customer and Creditsafe and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by the laws of the Netherlands. The Customer agrees irrevocably to submit to the exclusive jurisdiction of the courts of the Hague to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.
- 15.4. The failure of Creditsafe to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. The Service is subject to availability.
- 15.5. Should any third party data become unavailable to Creditsafe, Creditsafe shall be entitled to obtain a similar service from another third party supplier.
- 15.6. Creditsafe may unilaterally vary any term of this Agreement in order to comply with any legislation applicable including any agreements with Dutch Chamber of Commerce, to the provision of the Services.
- 15.7. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

16. Media Solutions

- 16.1. Creditsafe is not responsible for the quality or availability of the content produced by the media sources. Should any of the Media Solutions service and content be deemed to be infringing any law or right of a third party, Creditsafe has the right to remove the infringing material without obtaining the Customer's consent. Creditsafe will be entitled to take all such steps that it considers to be necessary for the purpose of bringing an end to such infringement. Creditsafe is not liable for Customer's negligence or misuse of the Media Solutions service or content from third parties. Where access to

websites require payments the customer will be responsible for paying the same.