

BROKER ID CUSTOMER TERMS AND CONDITIONS FOR THE PROVISION OF SUBSCRIPTIONS

Version Number: 1.0. Last updated 15 January 2021

Broker ID is a trading name of DPR Consulting Limited, a company registered in England and Wales under company number 03178610, having its registered address at Commodity Quay, St. Katharine Docks, London, E1W 1AZ ("**Broker ID**").

These terms and conditions govern the Customer's and Customer Users use of Subscriptions. The Customer agrees to be bound by these terms and conditions and any other additional terms and conditions which apply to Subscriptions as set out in an Order.

1. INTERPRETATION AND DEFINITIONS

1.1. The definitions and rules of interpretation in this clause apply in these T&Cs:

"Additional Terms and Conditions" means any Additional Terms and Conditions which apply to Broker ID DATA, Broker ID SSO and any other Subscriptions as set out in an Order.

"Account" means an account enabling the Customer and Customer Users access and use of Subscriptions.

"Broker ID DATA" means a Subscription to the Broker ID DATA capability, purchased by the Customer, as described in an Order and Additional Terms and Conditions for Broker ID DATA.

"Broker ID SSO" means a Subscription to the Broker ID SSO (single sign on) capability purchased by the Customer, as described in an Order and Additional Terms and Conditions for Broker ID SSO.

"Broker ID Websites" means any websites, web applications, mobile applications or similar technologies provided by Broker ID (e.g. hosted on, or related to the brokerid.co.uk domain or subdomains) or any other website notified to Customer by Broker ID from time to time.

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information including any documentation provided to the Customer pursuant to these T&Cs and each Order.

"Customer" means Customer that is identified in an Order who enters into an Order(s) for Subscriptions.

"Customer Data" the data inputted by the Customer, Customer Users, or Broker ID on the Customer's behalf for the purpose of using the Subscriptions or facilitating the Customer's use of the Subscriptions.

"Customer Personal Data" means any Personal Data that is processed by Broker ID on behalf of the Customer in relation to the T&Cs, but excluding data with respect to which Broker ID is a data controller.

“Customer Users” those employees, agents and independent contractors of the Customer, who are authorised by the Customer to use Subscriptions, upon creation of an Account.

“Data Protection Laws” means unless and until the EU General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR, the Privacy and Electronic Communications (EC Directive), Regulations 2003 (SI 2426/2003) and any laws or regulations implementing Council Directive 2002/58/EC; the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation (including any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority), as amended or updated from time to time, in the UK; and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 along with any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

“Data Subject” means an individual who is the subject of Customer Personal Data.

“Documentation” the document made available to the Customer by Broker ID online via Broker ID Websites or in such other manner or other web address notified by Broker ID to the Customer from time to time which sets out a description of the Subscription and the user instructions for the relevant Subscription.

“Effective Start Date” means the start date for Subscriptions, as set out in each Order.

“Fees” means the fees set out in an Order, payable by the Customer to Broker ID in consideration of Broker ID providing Customer and Customer Users access to Subscriptions in accordance with the T&Cs, and any other fees payable by Customer to the Broker ID under an Order.

“Force Majeure Event” means any circumstance not within a party's reasonable control including, without *limitation*: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

“Order(s)” means an order for the provision of Subscriptions executed by Broker ID and Customer, which incorporates these terms, appendices, attachments and any documents expressly referred to in an Order and any subsequent order executed between the parties.

“Personal Data” means any personal data which is subject to protection under the applicable Data Protection Law.

“Privacy Policy” Broker ID’s privacy policy, a copy of which is available within Broker ID’s Terms of Service or such website address as may be notified to the Customer or Customer Users from time to time, such document may be amended by Broker ID in its sole discretion from time to time.

“Raw Data Providers” means the third parties whose data is distributed, published or sold to Broker ID as part of the Broker ID product and services.

“Software” means the online software applications provided by Broker ID as part of the Subscription.

“Subscriptions” subscriptions purchased by the Customer in accordance with the T&Cs (including but not limited to the Broker ID DATA and Broker ID SSO subscriptions), which entitle the Customer and Customer Users to access and use Broker ID services (and the relevant Documentation) via Broker ID Websites.

“T&Cs” means these Broker ID Customer Terms and Conditions, as amended from time to time in accordance with clause 13.2 and 13.3, including its appendices, each Order entered into by the Customer and Broker ID and any Additional Terms and Conditions which apply as set out in an Order.

“Tax(es)” means all remittance to the appropriate governmental authority of all levies, duties, assessments, deductions and withholding taxes, sales, use, property, ad valorem, value added or similar taxes imposed as a result of the T&Cs and/or the Subscription to the extent noted in the relevant invoice, except for any corporate business taxes, taxes based on Customer’s or Broker ID’s income or personnel related taxes.

“Term” has the meaning given to it in each Order.

“Terms of Service” means the Broker ID General User Terms and Conditions which applies to all users including Customer Users. A copy of which can be accessed by using the hyperlink included in an Order.

“Virus” any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Working Day” means a day other than a Saturday, Sunday or an English Bank Holiday.

“Working Hours” means the hours of 9:00 to 17:00 UK time on a Working Day.

- 1.2. Clause, appendices and paragraph headings shall not affect the interpretation of these T&Cs.
- 1.3. References to a statutory provision include any subordinate legislation made from time to time under that provision.
- 1.4. References to the T&Cs include its appendices and the T&Cs as amended from time to time.
- 1.5. Unless the context otherwise requires:
 - 1.5.1. words in the singular shall include the plural and in the plural shall include the singular;
 - 1.5.2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and
 - 1.5.3. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6. If there is an inconsistency between any of the provisions of the T&Cs, an Order or the appendices, the provisions in the T&Cs shall prevail.
- 1.7. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

2. SUBSCRIPTIONS

- 2.1. Broker ID hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit Customer Users to use Subscriptions in accordance with the T&Cs during the Term solely for the Customer's business operations.
- 2.2. Broker ID shall use commercially reasonable endeavours to make Subscriptions available 24 hours a day, seven days a week, except for:
 - 2.2.1. planned maintenance as notified to Customer User(s) from time to time; and
 - 2.2.2. unscheduled maintenance.
- 2.3. Broker ID will, as part of Subscriptions and in consideration of the relevant Fees set out in an Order, provide the Customer with Broker ID's standard customer support services during Working Hours as set out in an Order.
- 2.4. The Customer undertakes that:
 - 2.4.1. it shall not exceed any usage limits set out in an Order, including any API usage limits, and the maximum number of Customer Users that it authorises to access and use Subscription(s) and shall not exceed the number of Customer Users included within the applicable Order;

- 2.4.2. it will not allow any Account to be used by more than one individual unless Broker ID has given prior consent (such consent not to be unreasonably withheld or delayed) for such Account to be reassigned in its entirety to another Customer User, in which case the prior individual shall no longer have any right to access or use Subscription(s);
- 2.4.3. it shall, and shall procure that each Customer User:
- (a) keeps a secure password and Account for its use of Subscription(s);
 - (b) keeps its Account name and password confidential; and
 - (c) complies with the Terms of Service.
- 2.4.4. shall notify Broker ID if it wishes to add or remove any Customer User; and
- 2.4.5. if the Customer has underpaid Fees to Broker ID, then without prejudice to Broker ID's other rights, the Customer shall pay to Broker ID an amount equal to such underpayment as calculated in accordance with the Fees set out in the relevant Order within 10 Working Days of the date of Broker ID's notification to Customer of such underpayment.
- 2.5. The Customer shall promptly notify Broker ID, if it becomes aware that any password has been provided to any individual who is not a Customer User, then without prejudice to Broker ID's other rights, Broker ID shall promptly disable such Account and shall not issue any new Account to any such individual.
- 2.6. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of Subscriptions that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property. Broker ID reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 2.7. The Customer shall not:
- 2.7.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the T&Cs:
 - 2.7.2. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Subscriptions or Software (as applicable) in any form or media or by any means; or
 - 2.7.3. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Subscriptions and Software; or

- 2.7.4. attempt to extract data en masse from Subscriptions or Software using any enumeration of APIs, screen-scraping or any other similar technology or by any other means;
 - 2.7.5. attempt to utilise any automation technology against Broker ID Websites, the Software, Subscriptions or APIs;
 - 2.7.6. access all or any part of Subscriptions in order to build a product or service which competes with Subscriptions; or
 - 2.7.7. not, without the prior written consent of Broker ID reproduce or use Broker ID or Raw Data Provider's logos;
 - 2.7.8. not use Subscriptions to advertise or promote products or services in ways which could imply endorsement of these products and services by Broker ID or Raw Data Providers, or generally in a manner which is likely to mislead others;
 - 2.7.9. not use Subscriptions in anyway which is knowingly or potentially libellous or slanderous of individuals, companies or organisations;
 - 2.7.10. subject to clause 13.9, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Subscriptions available to any third party except Customer Users, or
 - 2.7.11. attempt to obtain, or assist third parties in obtaining, access to Subscriptions other than as provided under this clause 2.
- 2.8. The Customer acknowledges that Subscriptions may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Broker ID makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Broker ID. Broker ID recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Broker ID does not endorse or approve any third-party website nor the content of any of the third-party website made available via Subscriptions. Should a third-party provider require Broker ID to pass additional terms through to the Customer. The Customer agree to comply with all applicable third-party terms as amended from time to time by such third-party providers.
- 2.9. Customer acknowledges and agrees that Broker ID shall not be liable for any inaccuracies or failure in Subscriptions, to the extent that Subscriptions fails to perform as a result of a failure or interruption of services provided by a third Party not under Broker ID's control.
- 2.10. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, any Broker ID software, services and/or documentation and, in the event of any such unauthorised access or use, promptly notify Broker ID.

- 2.11. Unless otherwise stated in an Order, the rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.12. Any obligation on the Customer not to do something includes an obligation not to allow that thing to be done by Customer Users.
- 2.13. The Customer acknowledges and agrees that additional terms and conditions may apply to Subscription(s) set out in an Order and the Customer agrees to comply with and be bound by such additional terms and conditions, as indicated in an Order.

3. FEES AND PAYMENT

- 3.1. The Customer shall pay the Fees to Broker ID for Subscriptions in accordance with this clause 3 and the relevant Order.
- 3.2. The Customer shall on the Effective Start Date provide to Broker ID valid, up-to-date and complete credit card details or approved purchase order information reasonably acceptable to Broker ID and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
 - 3.2.1. its credit card details to Broker ID, the Customer hereby authorises Broker ID to bill such credit card on the Effective Start Date for the Fees payable and thereafter on each monthly or annual anniversary as indicated in the Order;
 - 3.2.2. its approved purchase order information to Broker ID, Broker ID shall invoice the Customer following the Effective Start Date for the Fees payable and thereafter on each monthly or annual anniversary as indicated in the Order, and unless otherwise specified in an Order the Customer shall pay each invoice within thirty (30) days following the date of such invoice.
- 3.3. Without prejudice to its other rights and remedies under the T&Cs Broker ID may disable Accounts and access to all or part of Subscriptions and Broker ID shall be under no obligation to provide any or all or the Subscriptions while any amount due to be paid by the Customer under the relevant Order remains unpaid.
- 3.4. Without prejudice to its other rights and remedies under the T&Cs, Broker ID shall be entitled to interest on overdue sums at the rate of 4% per annum above the base rate of Lloyds Bank PLC accruing on a daily basis and compounded on a six-monthly basis from the due date until full settlement.
- 3.5. All Fees referred to in each Order are exclusive of and net of any Taxes, and shall be added to invoices by Broker ID, as applicable, and paid by the Customer.
- 3.6. Broker ID shall be entitled to increase the Fees (and any applicable rates) beginning on the Extended Term of each Order upon providing the Customer at least one month's prior notice. If the Customer does not agree to such increase, Customer may prior to the end of the Initial Term or relevant Extended Period (as applicable), notify Broker ID of its intention to

terminate the relevant Order, in which case such Order shall terminate at the end of the Initial Term or relevant Extended Period (as applicable).

4. CONFIDENTIAL INFORMATION AND PUBLICITY

4.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the T&Cs. A party's Confidential Information shall not be deemed to include information that:

4.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

4.1.2. was in the other party's lawful possession before the disclosure;

4.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

4.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

4.2. Subject to clause 4.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the T&Cs.

4.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the T&Cs.

4.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 4.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

4.5. No Party shall make, or permit any person to make, any public announcement concerning the T&Cs without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction

4.6. The provisions of this clause 4 shall survive termination of the T&Cs, however arising.

5. BROKER ID'S OBLIGATIONS

5.1. Broker ID undertakes that Subscriptions will be performed substantially in accordance with the Documentation and with reasonable skill and care.

5.2. The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of Subscriptions contrary to Broker ID 's instructions, or modification or alteration of Subscriptions by any party other than Broker ID or Broker ID 's duly authorised contractors or agents. If Subscriptions do not conform with the foregoing undertaking, Broker ID will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.

5.3. Broker ID does not warrant that:

5.3.1. the Customer's use of Subscriptions will be uninterrupted or error-free; or

5.3.2. that Subscriptions, Documentation and/or the information obtained by the Customer through Subscriptions will meet the Customer's requirements.

5.4. Broker ID is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that Subscriptions may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.5. The T&Cs shall not prevent Broker ID from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the T&Cs.

5.6. Broker ID warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the T&Cs.

5.7. Broker ID shall follow its retention procedures for Customer Data as set out in its Privacy Policy. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Broker ID shall be for Broker ID to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Broker ID. Broker ID shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Broker ID to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable.

6. CUSTOMER OBLIGATIONS

6.1. The Customer shall:

6.1.1. provide Broker ID with (i) all necessary co-operation in relation to the T&Cs and (ii) all necessary access to such information as may be required by Broker ID, in order to provide Subscriptions, including but not limited to Customer Data, security access information and configuration services;

- 6.1.2. without affecting its other obligations under the T&Cs, comply with all applicable laws and regulations with respect to its activities under the T&Cs;
 - 6.1.3. carry out all other Customer responsibilities set out in the T&Cs in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Broker ID may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 6.1.4. ensure that Customer Users use Subscriptions in accordance with the T&Cs, Terms of Service and any applicable additional conditions set out in an Order and shall be responsible for any Customer User's breach of such terms;
 - 6.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for Broker ID, its contractors and agents to perform their obligations under the T&Cs, including without limitation Subscriptions;
 - 6.1.6. be, to the extent permitted by law and except as otherwise expressly provided in the T&Cs, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Broker ID's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 6.2. The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7. INDEMNITY

- 7.1. Broker ID shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of Subscriptions in accordance with the T&Cs infringes, effective as of the Effective Date, any patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 7.1.1. Broker ID is given prompt notice of any such claim;
 - 7.1.2. the Customer provides reasonable co-operation to Broker ID in the defence and settlement of such claim, at Broker ID's expense; and
 - 7.1.3. Broker ID is given sole authority to defend or settle the claim.
 - 7.1.4. In the defence or settlement of any claim, Broker ID may procure the right for the Customer to continue using Subscriptions, replace or modify Subscriptions so that they become non-infringing or, if such remedies are not reasonably available, terminate the T&Cs immediately and repay to the Customer a pro-rata portion of any Fees which may have been paid by the Customer for the balance of the Subscription period outstanding at the date of such termination. Other than as set

out in the foregoing Broker ID shall have no additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

7.2. In no event shall Broker ID, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

7.2.1. a modification of Subscriptions by anyone other than Broker ID; or

7.2.2. the Customer's use of Subscriptions in a manner contrary to the instructions given to the Customer by Broker ID; or

7.2.3. the Customer's use of Subscriptions after notice of the alleged or actual infringement from Broker ID or any appropriate authority.

7.3. The foregoing and clause 8.3 state the Customer's sole and exclusive rights and remedies, and Broker ID's (including Broker ID's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

8. LIMITATION OF LIABILITY AND INSURANCE

8.1. Except as expressly and specifically provided in the T&Cs:

8.1.1. the Customer assumes sole responsibility for results obtained from the use of Subscriptions by the Customer, and for conclusions drawn from such use. Broker ID shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Broker ID by the Customer in connection with Subscriptions, or any actions taken by Broker ID at the Customer's direction;

8.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the T&Cs; and

8.1.3. Subscriptions are provided to the Customer on an "as is" basis.

8.1.4. Nothing in the T&Cs shall operate to limit or exclude either party's liability for:

8.1.5. death or personal injury resulting from negligence;

8.1.6. fraud or fraudulent misrepresentation; and

8.1.7. any other liability which cannot be excluded or limited under applicable law.

8.2. In no event shall either party, be liable to the other party under the T&Cs for loss of profits, or loss of business, or deletion of goodwill or similar losses, or loss of anticipated savings, or loss or corruption of data, or any special, indirect, consequential or pure economic loss, costs damages, charges or expenses howsoever arising under the T&Cs.

- 8.3. Each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these T&Cs shall under no circumstances exceed the total Fees paid for Subscriptions during the 12 months immediately preceding the date on which the claim arose.
- 8.4. Broker ID shall during the Term maintain, or cause to be maintained, insurance with financially sound and reputable insurance companies against such risks and in such amounts as is customarily maintained by companies engaged in similar businesses or as may be required by applicable law.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Customer acknowledges and agrees that all Intellectual Property Rights in Subscriptions and Software belong to Broker ID or its licensors (as the case may be), and except as expressly stated herein, the T&Cs does not grant the Customer any rights to, under, or in, any Intellectual Property Rights in respect of Subscription or Software.
- 9.2. Broker ID confirms that it has all the rights in relation to Subscription and Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the T&Cs.

10. DATA PROTECTION

Controller, Processor, processing and appropriate technical and organisational measures: shall be as defined in the Data Protection Law.

- 10.1. Both parties will comply with all applicable requirements of the Data Protection Law. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligation or rights under Data Protection Law. In this clause 10.1.
- 10.2. If the Customer transfers Customer Personal Data to Broker ID, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to Broker ID and/or lawful collection of the Customer Personal Data by Broker ID on behalf of the Customer for the duration and purposes of the T&Cs.
- 10.3. Broker ID shall, in relation to any Customer Personal Data processed in connection with the performance by Broker ID of its obligations under the T&Cs:
- 10.3.1. process that Customer Personal Data in accordance with the Privacy Policy;
 - 10.3.2. ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential;
 - 10.3.3. ensure that it has in place appropriate technical and organizational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;

- 10.3.4. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 10.3.5. notify the Customer without delay, and at least within 48 hours upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data;
 - 10.3.6. at the written direction of Customer, delete or return Customer Personal Data and copies thereof to Customer on termination of the T&Cs unless required by applicable law to store the Customer Personal Data;
 - 10.3.7. may transfer that Customer Personal Data outside the European Economic Area, and the Customer consents to any such transfer so long as:
 - 10.3.8. Broker ID provides appropriate safeguards in relation to the transfer;
 - 10.3.9. the Data Subject has enforceable rights and effective legal remedies;
 - 10.3.10. Broker ID complies with its obligations under Data Protection Law by providing an adequate level of protection to any Customer Personal Data that is transferred;
 - 10.3.11. Broker ID complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data; and
 - 10.3.12. the relevant transfer takes place without breach of applicable Data Protection Law.
- 10.4. Broker ID shall use reasonable endeavours to execute all such documents and provide any assistance as the Customer may reasonably request from time to time in order for the Customer to comply with its obligations under Data Protection laws. For the avoidance of doubt, unless otherwise required by applicable law any assistance provided by Broker ID under this clause may be charged to the Customer on a time and materials basis at the rates agreed between the parties in the T&Cs as amended from time to time.
- 10.5. The Customer consents to Broker ID engaging, as sub-processors with respect to Customer Personal Data for the sole and exclusive purpose of delivering Subscriptions and subject always to compliance with the T&Cs, DEVOPSGROUP LIMITED registration number 08464231 whose registered office is at a Floor 22, Capital Tower, Greyfriars Road, Cardiff CF10 3AG, or such other subprocessor as set out in any updated version of the T&Cs from time to time.

11. TERMINATION

- 11.1. Either party may terminate the T&Cs or an Order at any given time without liability to the other, upon written notice with immediate effect in the event that the other party:
- 11.1.1. materially breaches its obligations under the T&Cs or an Order, and such breach is incapable of remedy, or if the breach is capable of remedy, and the party does not

remedy the breach within 30 days of written notice from the other party of such breach; or

- 11.1.2. becomes bankrupt, suspends, or threatens to suspend payments or ceases, or threatens to cease the carrying on all or a substantial part of its business, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent.
- 11.2. The parties acknowledge and agree that if the T&Cs are terminated in accordance with clause 11.1, all Order's between the parties shall terminate with immediate effect from the date of termination of the T&Cs.
- 11.3. If an Order is terminated under clause 11.1.1, all other Order's between the parties shall continue until they expire or are terminated in accordance with the T&Cs.
- 11.4. For the avoidance of doubt if an Order is terminated or expires in accordance with the T&Cs all Subscriptions under it shall also terminate and/or expire.
- 11.5. Broker ID may amend, cease to provide (in whole or in part) Subscriptions, or terminate an Order in respect of such Subscriptions or these T&Cs at any given time without liability to the Customer if for any reason Broker ID (in its sole opinion) believes it is no longer able to provide the relevant Subscriptions as a result of an amendment, change or termination of the agreement entered into between Broker ID and the relevant Raw Data Provider.
- 11.6. Without prejudice to its other rights and remedies under the T&Cs if Customer fails to pay any amount due under an Order and Broker ID provides written notice of this fact to Customer, Broker ID shall be entitled to terminate the T&Cs or the applicable Order if the amount due remains unpaid for a further 14 days from such notice.
- 11.7. Either party may terminate an Order as set out in the relevant Order.
- 11.8. On termination of the T&Cs for any reason:
 - 11.8.1. all licences granted under the T&Cs shall immediately terminate and the Customer shall immediately cease all use of Subscriptions;
 - 11.8.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 11.8.3. Customer shall immediately pay all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination);
 - 11.8.4. Broker ID may destroy or otherwise dispose of any Customer Data in its possession unless Broker ID receives, no later than ten days after the effective date of the termination of the T&Cs, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Broker ID shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not

due at the date of termination). The Customer shall pay all reasonable expenses incurred by Broker ID in returning or disposing of Customer Data; and

- 11.8.5. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the T&Cs which existed at or before the date of termination shall not be affected or prejudiced.

12. FORCE MAJEURE

- 12.1. If a party is prevented, hindered or delayed in or from performing any of its obligations under the T&Cs by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the T&Cs or otherwise liable for any such failure or delay in the performance of such obligations. The Affected Party shall be entitled to a reasonable extension of time for the performance of such obligations. The Affected Party shall:

12.1.1. as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party 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 T&Cs; and

12.1.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 12.2. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate the T&Cs by giving one month's written notice to the Affected Party.

13. GENERAL

- 13.1. Other than in accordance with clause 3.6, no changes, amendments or modifications of an Order, shall be valid unless in writing and signed by both parties.

- 13.2. Broker ID may vary these T&Cs from time to time (including but not limited to):

13.2.1. reflect changes in Subscriptions, product or services or how Broker ID does business (e.g., when Broker ID adds or changes new or existing services, features, technologies, pricing, usage limits or benefits or removes old ones); or

13.2.2. for legal, regulatory, or security reasons.

- 13.3. If Broker ID changes these T&Cs (except when a new service or feature is launched or in urgent situations, such as responding to legal or security requirements, in which case a prior review period may not be given to the Customer), Broker ID shall publish the revised T&Cs on Broker ID Websites and the Customer shall have 14 days from the publication date to review the revised terms ("**Review Period**"). If Customer does not agree to the revised terms, Customer may prior to the end of the Review Period, notify Broker ID of its intention to terminate the T&Cs, in which case the T&Cs shall terminate at the end of the Review

Period. If notice to terminate is not received by Broker ID prior to the end of the Review Period, the Customer shall be bound to the revised T&Cs upon expiry of the Review Period.

- 13.4. No failure or delay by a party to exercise any right or remedy provided under the T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5. Except as expressly provided in the T&Cs, the rights and remedies provided under the T&Cs are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.6. If any provision or part-provision of the T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the T&Cs.
- 13.7. If any provision or part-provision of the T&Cs is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.8. The T&Cs 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.
- 13.9. Each party acknowledges that in entering into the T&Cs 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 T&Cs. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the T&Cs.
- 13.10. The Customer shall not, without the prior written consent of Broker ID, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the T&Cs. Broker ID may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the T&Cs.
- 13.11. Nothing in the T&Cs is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute an agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 13.12. A person who is not a party to the T&Cs shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the T&Cs, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 13.13. Each Order may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Order.

- 13.14. Any notice required to be given under the T&Cs, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at its registered office (if a company) or its principal place of business (in any other case).
- 13.15. Any notice shall be deemed to have been duly received (i) if delivered personally, on signature of a delivery receipt; or (ii) if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second business day after posting; or (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. In addition to the aforementioned a party may send a copy of any notice issued in accordance with clause 13.14 by email, if to Broker ID to: (i) to the email address specified in an Order; (ii) if to Customer to: to the email address specified in an Order. For the avoidance of doubt a notice required to be given under the T&Cs shall not be validly given if sent by e-mail.
- 13.16. Any dispute arising out of the T&Cs, the law to be applied shall be the laws of England and Wales and the T&Cs is subject to the exclusive jurisdiction of the Court of England and Wales.