



CREDDOTONE TERMS OF USE

You have the right to use CreddotOne in accordance with these terms and conditions.

The provision of CreddotOne is governed by these terms and conditions and form an agreement made between you and FIRST CREDDOT BUSINESS ANALYTICS INC. a company registered in 3500, South Dupont Highway, Dover, DE, Kent County (SR 20196656497 / File Number 7573230) whose registered office is at 98 Cuttermill Rd, Ste 466, Great Neck, NY 11021 (the "Supplier" or "FC") (the "Terms and Conditions" or "T&C").

1. Agreement with FC

These terms and conditions are important. Please read them carefully and in their entirety as they set out our commitments to You ("Customer" or "You") and your commitments to FC.

You must read, accept and thereafter adhere to these terms and conditions in order to use the Services. These terms and conditions may be updated from time to time by FC.

These terms and conditions should be read in conjunction with our Privacy Policy, which is available in the Services, next to the acceptance of these terms and conditions.

Important Note: FC is supported by Third Party Product Providers. Additional terms and conditions directly between You and Third-Party Product Providers apply in relation to particular aspects of FC. Where the Customer has entered into a Master Subscription Agreement with the Supplier (the "Agreement"), these terms and conditions form Attachment A to the Agreement. Where it has not, references in these terms and conditions to the Agreement shall be read as references to these terms and conditions together with the Order. The definitions and rules of interpretation set out at the end of these terms and conditions apply.

1.1 Acceptance. These terms and conditions and the Privacy Policy are accepted electronically, by ticking the acceptance box displayed in the Services, including when a user registers, creates a company analysis or duplicates an analysis. The Supplier keeps a record of each acceptance, including the user, the date and time, the version of the documents and the network address. A user who accepts these terms and conditions on behalf of an organisation represents that they are authorised to bind it.

2. Acceptance of Orders, Duration & Cooling Off

2.1 The Customer must place an Order to subscribe for the Services in accordance with the FC Terms.

2.2 Once an Order has been placed by the Customer and submitted to the Supplier (as described in the FC Terms), the Supplier will notify the Customer in

writing (which includes by email) once the Order has been accepted and the Services are available.

2.3 This T&C will become binding on the Customer and the Supplier on the Effective Date and shall continue on a monthly basis until terminated by term or termination conditions under the Master Subscription Agreement.

2.4 The Customer may cancel an Order after it has been accepted by contacting FC Support within two (2) Business Days of the Effective Date. If the Customer does so (provided that minimal use has been made of the Services) the Supplier will provide the Customer with either (at its option) a credit note or a refund for any Subscription Charges paid in relation to that cancelled Order. As the Services will start immediately after an Order is accepted, the Customer acknowledges that it will not have other statutory rights to cancel an Order.

3. User Subscriptions

3.1 Subject to the Customer purchasing the User Subscriptions in accordance with this Terms and Conditions, the restrictions set out in this Clause 3 and the other references herein, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to access and use the Services during the Subscription Term within the Territory solely for the Customer's internal business operations.

3.2 The Supplier reserves the right to vary, amend, remove, replace or add to the Services forming part of FC at any time by providing not less than 30 days prior written notice to the Customer.

3.3 In relation to the Authorized Users, the Customer undertakes that:

3.3.1 the maximum number of Authorized Users that it authorizes to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;

3.3.2 it will not allow or suffer any User Subscription to be used by more than one (1) individual Authorized User unless it has been reassigned in its entirety to such another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services;

3.3.3 each Authorized User shall keep a secure password for their use of the Services and shall keep it confidential;

3.3.4 it shall permit the Supplier and its authorized agents at all reasonable times to enter upon any premises of the Customer for the purpose of auditing the Services and ascertaining whether the provisions of this T&C have been and are being complied with by the Customer and to allow the Supplier to take copies of the Customer's records and books of account (provided that such access does not (i) result in the Customer being in breach of any obligation it has to a third party, or (ii) result in the disclosure to the Supplier of confidential financial information of the Customer, which is not reasonably required by the Supplier). Such audit may be conducted no more than once per quarter (with each party being

responsible for its own costs), and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. These rights shall continue for a period of three (3) months following termination of the Agreement; and

3.3.5 if any of the audits referred to in Clause 3.3.4 reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual (unless such individual later becomes an Authorized User).

3.4 The Customer shall use reasonable endeavors to procure that Authorized Users do not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

3.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.4.2 facilitates illegal activity;

3.4.3 promotes unlawful violence;

3.4.4 is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or

3.4.5 causes damage or injury to any person or property, and the Supplier reserves the right, without liability to the Customer, to immediately disable the Customer's access to any material that breaches the provisions of this Clause 3.

3.5 The Customer shall not:

3.5.1 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 this T&C, attempt to:

(a) copy, modify, duplicate, create derivative works from, frame, mirror, resell, republish, download, display, transmit, or distribute all or any portion of the Services (as applicable) in any form or media or by any means; or

(b) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;

3.5.2 access all or any part of the Services in order to build a product or service which competes with the Services;

3.5.3 use the Services to provide services to third parties;

3.5.4 subject to the Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or

otherwise make the Services available to any third party except the Authorized Users, or

3.5.5 attempt to obtain, or assist third parties (except for Authorized Users) in obtaining, access to the Services, other than as provided under this Clause 3.

3.6 The Customer shall use reasonable endeavors to prevent any unauthorized access to, or use of, the Services via the User Subscriptions and, in the event it becomes aware of any such unauthorized access or use, promptly notify the Supplier upon becoming aware of such unauthorized access or use of the Services.

3.7 The rights provided under this Clause 3 are granted to the Customer (and associated Authorized Users) only, and shall not be considered granted to any subsidiary or holding company of the Customer or any other sub-contractor, supplier, employee or agent of the Customer.

3.8 Reports. Reports and other outputs generated with the Services, including the Business Assessment Report, are provided for the Customer's internal business purposes and for information only. They are not a credit rating issued by a registered credit rating agency, investment advice or a recommendation to grant credit or to invest. The Customer may share them with its officers, employees, professional advisers, auditors and regulators, provided that they are bound by duties of confidentiality. The Customer may also share a report with the company analysed, at the Customer's own risk and responsibility. Reports may not be used in any prospectus, offering document or marketing material, and the Customer shall not remove the identification of the sources or the notes placed on them. Reports may be generated in several languages; translations are provided for convenience.

4. Services and Availability

4.1 The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this T&C. The Supplier shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, except for:

4.1.1 planned maintenance, which will normally be carried out during periods of low-use; and

4.1.2 emergency or unscheduled maintenance.

4.1.3. The Supplier shall use reasonable endeavors to give the Customer reasonable notice in advance of any maintenance periods.

4.2 The Supplier may also suspend or restrict the Customer's right to access and use the Services, if:

4.2.1 there is any breach (whether material or not) or attempted breach of this T&C by the Customer;

4.2.2 any Virus is, or may have been, introduced to the systems or data related to the Services;

4.2.3 the Supplier (in its absolute discretion) considers it is appropriate to protect any part of the systems or data related to the Services against any threat or damage; or

4.2.4 the operation of the Services is adversely affected or compromised by the Customer.

4.3. The Supplier shall not exercise its rights under this Clause 4.2 unless (acting reasonably) it considers that such suspension or restriction is justified. The Supplier shall, in so far as it is reasonably practicable, provide the Customer with advance notice of any such suspension or restriction. If the Supplier does not give the Customer prior notification of such suspension or restriction, it shall notify the Customer within a reasonable period thereafter.

4.4 The Services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Supplier, or any Third-Party Product Provider, to guarantee. The Services also involve models and techniques based on statistical analysis, probability and predictive behavior. The Supplier (without prejudice to Clause 7.1) is therefore not able to accept any liability, for:

4.4.1 any inaccuracy, incompleteness or other error in the Data which arises as a result of data provided to the Supplier by the Customer or any third party; or

4.4.2 any failure of the Services to achieve any particular result for the Customer.

4.5 Certain data in the Services, including industry, market, country and macroeconomic data, is obtained from public third-party sources (such as Professor Aswath Damodaran, the International Monetary Fund, the World Bank and central banks), which are identified in the Services and in the reports together with the date of the data. Such data is provided “as is” and for information only. Neither the Supplier nor the providers of such data give any warranty as to its accuracy, completeness, timeliness or fitness for a particular purpose, and neither the Supplier nor such providers shall be liable for any loss arising from its use. The Customer shall not extract such data from the Services for redistribution, and shall keep the identification of the sources whenever it reproduces any part of a report.

5. Customer Data

5.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 The Supplier shall, in providing the Services, be entitled to use any Customer Data to the extent reasonably necessary and in doing so shall comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available in the Services or at such other website address as may be

notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its reasonable discretion.

5.3 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this T&C, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

5.3.1 the parties shall comply with their respective obligations under the applicable data protection laws, including those of the United States of America and, where applicable, the Brazilian General Data Protection Law (Law No. 13,709/2018 - LGPD) and the EU General Data Protection Regulation (GDPR);

5.3.2 the Customer acknowledges and agrees that the personal data may, where necessary, be transferred or stored outside the United States of America or the country where the Customer and the Authorized Users are located, in order to carry out the Services and the Supplier's other obligations under this T&C;

5.3.3 the Customer shall ensure that it is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this T&C on the Customer's behalf;

5.3.4 the Customer shall obtain all necessary consent from individuals in order to gain access to and make use of personal data. This includes consent from individuals acting in the capacity of a director, a partner, or sole-trader of a business against which we are carrying out searches on your behalf. If you fail to obtain this consent, you may be in breach of your legal obligations under the applicable data protection laws, including those of the United States of America and, where applicable, the Brazilian General Data Protection Law (Law No. 13,709/2018 - LGPD) and the EU General Data Protection Regulation (GDPR) and FC shall not be obliged to provide the relevant part of the Services;

5.3.5 the Supplier shall not pass any Customer information, including Customer Data, to a third party (excluding our data partner) without the Customer's prior express consent;

5.3.6 the Supplier shall process and use the personal data only in accordance with the terms of this T&C and its Privacy Policy available in the Services and any lawful instructions reasonably given by the Customer from time to time; and

5.3.7 each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

5.4 The parties shall comply with their respective obligations in respect of the rights of the individuals to whom the provision of the Services relates as set out in the applicable data protection laws, including those of the United States of

America and, where applicable, the Brazilian General Data Protection Law (Law No. 13,709/2018 – LGPD) and the EU General Data Protection Regulation (GDPR).

5.5 In order to protect the integrity of the Customer Data used in connection with the Services, the Customer shall:

5.5.1 comply with the Supplier's reasonable instructions and guidelines relating to data security; and

5.5.2 not copy, interfere with and/or use in any unauthorized way any digital certificate, web certificate or any other security device provided by the Supplier (or any of its sub-contractors).

5.6 The Customer acknowledges and agrees that information on the Customer and its subscription status (which may include personal data) may be transferred to:

5.6.1 a Third-Party Product Provider where the Customer wishes to use any aspect of the Service that it supports, in connection with the Customer's subscription to the Services for operational purposes, analyzing sales performance, and sales quality.

6. Third Party Providers and Additional Terms

6.1 The Customer acknowledges that the Services may enable or assist the Customer to access the website content of, correspond with, and purchase products and services from, Third-Party Product Providers. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant Third-Party Product Provider, and not the Supplier.

6.2 Use of the Services is subject to the Customer reading, accepting and complying with, the terms and conditions relating to the products and services supplied by Third-Party Product Providers (as applicable to the relevant products and/or services).

6.4 The Customer acknowledges to the Supplier and agrees that certain products and/or services which comprise the Services are supplied by Third-Party Product Providers. As such, the Customer expressly acknowledges to the Supplier and agrees that the Supplier shall have no liability to the Customer for any losses (whether direct or indirect) incurred in connection with this T&C, except pursuant to Clause 12 herein.

6.5 In the case of conflict or ambiguity between any terms and conditions for use of products and/or services entered into between the Customer and a Third-Party Product Provider and the remaining terms of this T&C, the terms of this T&C shall take precedence to the extent of any such conflict or inconsistency so far as it relates to the relationship between the Customer and the Supplier.

6.6 The Customer's continued use of the Services is subject to compliance with this T&C and all additional terms and conditions as are referred to in this T&C.

7. Supplier's Obligations and Warranties

7.1 The Supplier warrants to the Customer that the Services will be performed with reasonable skill and care.

7.2 The warranties provided in Clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or any other party acting on the instructions of the Supplier. Notwithstanding the foregoing, the Supplier:

7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, or the information obtained by the Customer through the Services will meet the Customer's requirements;

7.2.2 does not provide any warranty in relation to any products and/or services supplied by a Third-Party Product Provider; and

7.2.3 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 the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 The Supplier warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this T&C.

7.4 The warranties in this Clause 7 shall not apply, and the Supplier shall not be under any obligation to provide the Services, in the event that the Customer does not perform its responsibilities under this T&C in a timely and efficient manner, and such lack of performance directly impacts upon such related Supplier warranty and / or obligation.

8. Customer's Obligations

8.1 The Customer shall:

8.1.1 only use the Services for business related activities (and for the avoidance of doubt the Customer shall not use the Services for any purposes which are outside its business);

8.1.2 pay the relevant User Subscriptions;

8.1.3 provide the Supplier with such information as may be reasonably required by the Supplier in order to render the Services, including but not limited to Customer Data, security access information and configuration services;

8.1.4 comply with all applicable laws and regulations with respect to its activities under this T&C;

8.1.5 use reasonable endeavors to procure that the Authorized Users use the Services in accordance with the terms and conditions of this T&C and

the Customer shall be responsible for the acts and omissions of all Authorized Users (including any Authorized User's breach of this T&C);

8.1.6 notify the supplier promptly of any changes to Customer's details (including without limitation personal, contact and banking details) to allow the Supplier, amongst other things, to comply with applicable laws and ensure that any relevant payments under this T&C have been made;

8.1.7 accept and adhere to each Third-Party Product Provider's terms and conditions in relation to the applicable aspect of FC; and

8.1.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centers, 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.

9. Proprietary Rights

9.1 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this T&C.

9.2 The Customer acknowledges that all Intellectual Property Rights in the Services belong and shall continue to belong to the Supplier (or its licensors) and the Third-Party Product Provider (or its licensors) (as the case may be), and the Customer shall have no rights in or to any of the Services other than the right to use them in accordance with the terms of this T&C.

9.3 The Customer agrees that it will not, at any time, do or omit to do, anything which is likely to prejudice the Supplier's ownership (or the Supplier's licensor's ownership) of any Intellectual Property Rights.

9.4 The Customer agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the Supplier (or any of its sub-contractors) and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

10. Confidentiality

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

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

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

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

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

10.2 Each party shall hold the other's Confidential Information in confidence and (unless and to the extent any disclosure is required by law, by any court of competent jurisdiction or by any regulatory or administrative body) not make the other's Confidential Information available to any third party (other than, in the case of the Supplier, to a Third-Party Product Provider or sub-contractor (including any employee, agent or sub-contractor thereof) where necessary for delivery of the Services or use the other's Confidential Information for any purpose other than the implementation of this T&C.

10.3 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 terms of this T&C.

10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5 This Clause 10 shall survive termination of this T&C, however arising.

11. Indemnity

11.1 The Supplier shall, subject to Clause 11.2 and Clause 11.3, defend the Customer, its officers, directors and employees (including all Authorized Users) against any claim that the Services infringe any North American patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment, compromise or settlement of such claims, provided that:

11.1.1 the Supplier is given prompt notice of any such claim;

11.1.2 the Customer provides reasonable co-operation to the Supplier in the defense, compromise and/or settlement of such claim, at the Supplier's expense; and

11.1.3 the Supplier is given sole authority to defend, compromise or settle the claim.

11.2 In the defense, compromise or settlement of any third party claim (pursuant to Clause 11.1), the Supplier shall first use reasonable endeavors to procure the right for the Customer to continue using the Services (including by way of replacing or modifying the Services so that they become non-infringing) or, if such remedies are not reasonably available, terminate this T&C on five (5) Business Days' notice to the Customer and refund any monies paid by the Customer to the Supplier under this T&C for Services not yet provided to the Customer.

11.3 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer under this T&C to the extent that the alleged infringement is based on or relates to:

11.3.1 any product and/or service supplied by a Third-Party Product Provider under terms between the Customer and that Third-Party Product Provider;

11.3.2 a modification of the Services by anyone other than the Supplier (including Third-Party Product Providers); or

11.3.3 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier via the Services or this T&C .

12. Limitation of Liability

12.1 This Clause 12 sets out the entire financial liability of the Supplier under this T&C (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

12.1.1 any breach of this T&C ;

12.1.2 any use made by the Customer of the Services or any part of them;
and

12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this T&C .

12.2 The Supplier shall not be responsible for any act or omission of any Third-Party Product Provider (including any loss, destruction, alteration or disclosure of Customer Data caused by any Third-Party Product Provider) for any product and/or service supplied by a Third-Party Product Provider under terms between the Customer and that Third-Party Product Provider.

12.3 Subject to Clause 8.1 and except where expressly and specifically provided otherwise in this T&C :

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

12.3.2 all warranties, representations, conditions and all other terms of any kind whatsoever (save those referred to in Clause 7.1) are, to the fullest extent permitted by applicable law, excluded from this T&C .

12.4 Nothing in this T&C excludes the liability of the Supplier:

12.4.1 for death or personal injury caused by the Supplier's negligence;

12.4.2 for fraud or fraudulent misrepresentation; or

12.4.3 any other liability which cannot be limited or excluded by law.

12.5 Subject to Clause 12.2 and Clause 12.4:

12.5.1 neither party shall be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this T&C ; and

12.5.2 the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this T&C shall be limited to the total amounts payable under this T&C .

13. Termination

13.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this T&C without liability to the other if:

13.1.1 that party provides the other party with at least 30 days prior written notice of termination; or

13.1.2 the other party commits a breach of the T&C and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach.

13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this T&C without liability to the other if:

13.2.1 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party;

13.2.2 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder;

13.2.3 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets;

13.2.4 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

13.2.5 the other party ceases, or threatens to cease, to trade; or

13.2.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

13.3 On termination of this T&C for any reason:

13.3.1 all licenses granted under this T&C shall immediately terminate;

13.3.2 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;

13.3.3 either party may destroy or otherwise dispose of any of the other party's Confidential Information in its possession unless, in the case of the Supplier, it receives, no later than ten (10) days after the date of the termination of this T&C , a written request for the delivery to the Customer of the then most recent back-up of the Customer Data held by the Supplier (which for the avoidance of doubt will not include any Customer Data held by a Third-Party Product Provider). In such case, the Supplier shall use reasonable commercial endeavors to deliver the back-up to the Customer within thirty (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 the Supplier in returning or disposing of Customer Data; and

13.3.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

13.4 Credit Starter subscribers have agreed to a minimum contract term of twelve months from the sign-up date.

13.4.1 Termination of a Credit Starter subscription requires 30 days notice prior to the end of the term.

13.4.2 On completion of the minimum period the contract will continue for a further twelve months unless terminated under this T&C .

13.4.3 After a period of twelve months notice of termination can be given with 30 days notice, however, no refunds will be given for any period for which payment has been received.

14. Payment and Subscription Charges

14.1 Payment is due in advance and will be made by the Customer to the Supplier in accordance with the FC Terms.

14.1.1 For FC Standard subscribers payment is taken monthly.

14.1.2 For FC Premium subscribers, payment is taken quarterly or annually as agreed on sign up.

14.2 Additional Subscription Charges may apply and be collected by the Supplier in respect of products and/or services provided by Third-Party Product Providers.

14.3 The Supplier reserves the right to suspend the supply of the Services (and/or to suspend the right for the Customer to use any products and/or services of a Third-Party Product Provider) where the Subscription Charges are not paid by the due date.

14.4 The Subscription Charges shall be as shown on the invoice. The Supplier reserves the right to increase the Subscription Charges on thirty (30) days' prior notice to Customer, subject to Agreement conditions.

15. Force Majeure

The Supplier shall have no liability to the Customer under this T&C if it is prevented from or delayed in performing its obligations under this T&C, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (provided such does not involve the workforce of the Supplier or any other party over which the Supplier has no control), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, or storm, provided that the Customer is notified of such an event and its expected duration as soon as reasonably practicable.

16. Waiver

16.1 A waiver of any right under this T&C is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under this T&C are cumulative and do not exclude rights provided by law.

17. Severance

17.1 If any provision (or part of a provision) of this T&C is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. Entire Agreement

18.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

18.2 Each of the parties acknowledges and agrees that in entering into this T&C it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any

person (whether party to this T&C or not) relating to the subject matter of this T&C , other than as expressly set out in this T&C .

19. Assignment

19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this T&C.

19.2 The Supplier 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 this T&C .

20. No Partnership or Agency

Nothing in this T&C is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Third-Party Rights

Save for the providers of data referred to in Clause 4.5, who may rely on that Clause, and save where expressly provided otherwise (in particular, in respect of Authorized Users), these terms and conditions do not confer any rights on any person or party other than the parties and, where applicable, their successors and permitted assigns.

22. Notices

22.1 Except where expressly stated in this T&C , any notice required to be given under this T&C shall be in writing and shall be delivered by hand, by email in accordance with Clause 22.3 or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this T&C , or in the event that another address has been notified by a party hereunder in accordance with and making specific reference to this T&C , then to that other address.

22.2 A notice delivered by hand shall be deemed to have been received when delivered. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

22.3 A notice delivered by email shall only be valid where a read receipt has been sent and has been accepted by the receiving party and such email shall be deemed to have been received by:

22.3.1 the Customer, to the email address notified to the Supplier on the Order Form, or as otherwise notified in accordance with this Clause 22; or

22.3.2 the Supplier, to the e-mail address contained in the Order Form.

23. Compliance with Laws

23.1 Each party will comply with the applicable national, state and local laws with respect to its rights and obligations under this T&C , including applicable privacy and export control laws and regulations, the U.S. Foreign Corrupt Practices Act, and other applicable anti-corruption laws.

23.2 The Customer will not, directly or indirectly, export, transmit, permit access or use any FC Services or technical data (or any part of FC Services or technical data) or system or service incorporating any FC Services to or in any country to which export, transmission or access is restricted by regulation, statute or other law, without the authorization, if required, of the Bureau of Industry and Security of the U.S. Department of Commerce or any other competent governmental entity that may have jurisdiction over export or transmission. The User will not use, transfer or access any FC Services for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

23.3 If FC receives notice that the Customer is or becomes identified as a sanctioned or restricted party under applicable law, FC will not be obligated to perform any of its obligations under this T&C if such performance would result in violation of the sanctions or restrictions.

24. Governing Law and Jurisdiction

24.1 All disputes arising out of or relating to this T&C or its subject-matter will be governed by the laws of the State of New York, USA. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this T&C .

24.2 The following court will have exclusive jurisdiction over all disputes arising out of or relating to this T&C or its subject matter: The United States District Court for the Southern District of New York and state courts located in the state of New York.

The definitions of interpretation in this clause apply in this T&C .

"Authorized Users" means those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services, as applicable, as further described in Clause 3;

"Business Day" means any day other than a Saturday, Sunday, statutory or public holiday in the place where the FC services are provided.;

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such, or identified as Confidential Information in Clause 10 including: (i) for the Customer: Customer Data; and (ii) for the Supplier: the results of any performance tests of the Services;

"FC" or "CreddotOne" means the software-as-a-service platform branded CreddotOne, which is supplied by the Supplier to the Customer under these terms and conditions, including its credit analysis, financial projection, rating, pricing and valuation tools and the reports generated with them;



"FC Support" means the support team operated by the Supplier.

"Customer Data" means the data (including any personal data) submitted by the Customer, Authorized Users, or the Supplier on the Customer's behalf in the course of using the Services;

"Customer" or "You" means the customer who has subscribed and placed an Order for FC;

"Effective Date" means the date on which the Services are first made available to the Customer following receipt of an Order;

"Intellectual Property Rights" means any and all patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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" means the order placed by the Customer for subscription to the Services;

"Order Form" means an Order Form completed and signed by the Customer in accordance with the Terms and which may be used by the Customer to subscribe to the Services;

"Services" means the FC services made available to the Customer under these terms and conditions;

"Subscription Charges" means the charges payable by the Customer in relation to the Services;

"Subscription Term" has the meaning given in Clause 2.3;

"Supplier" or "FC" means FIRST CREDDOT BUSINESS ANALYTICS INC. a company registered in 3500, South Dupont Highway, Dover, DE, Kent County (SR 20196656497 / File Number 7573230) whose registered office is at 98 Cuttermill Rd, Ste 466, Great Neck, NY 11021, USA;

"Territory" means any country in which the Customer and its Authorized Users are located, other than a country in which access to or use of the Services is restricted under Clause 23;

"Third-Party Product Provider" means the relevant third-party supplier of particular aspects of FC, such as debt collection services, along with any alternative or additional third-party suppliers who may be introduced by the Supplier as a replacement to, or additional to, such third-party suppliers from time to time;

"User Subscriptions" means the user subscriptions purchased by the Customer pursuant to Clause 3 which entitle Authorized Users to access and use the Services, as appropriate, in accordance with this T&C ; and

"Virus" means anything or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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.

The rules of interpretation in this clause apply in this T&C .

Clause, schedule and paragraph headings shall not affect the interpretation of this T&C .

A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Words in the singular shall include the plural and vice versa.

The words "including" or "includes" 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.

A reference to one gender shall include a reference to the other genders.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

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References to clauses and schedules are to the clauses and schedules of this T&C.