

Risk Ledger Ltd ("Risk Ledger") Terms of Services

This agreement governs your Use of the Services and Materials. By Using the Services and Materials, you confirm that you accept this agreement and that you agree to abide and be bound by it. You may not use services and materials unless you agree to be bound by this agreement.

1 Interpretation

1.1 In this agreement:

"API" means an Application Programming Interface provided by Risk Ledger, which refers to a language and message format used by an application program to communicate with the Client's operating system or some other control program such as a database management system or communications protocol.

"Applicable Law" means as applicable and binding on the Client, Risk Ledger and/or the Services:

(a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;

(b) the common law and laws of equity as applicable to the parties from time to time;

(c) any binding court order, judgment or decree; or

(d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

"Appropriate Safeguards" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Legislation from time to time;

"Associated Company" means in relation to a company, any subsidiary or holding company from time to time, or a subsidiary of such holding company (where "subsidiary" and "holding company" are defined by reference to section 1159 of the Companies Act 2006);

"Authorised User" means any employee of the Client authorised by the Client to access and use the Services (wholly or in part), using his own unique identifier provided by Risk Ledger.

"Business Days" means any day other than a Saturday or Sunday or public holiday in England on which banks are physically open for the transaction of general banking business in London;

"Charges" means Risk Ledger's fees for the Services, as agreed between the parties and set out in one or more Order Forms, together with such other additional fees as may be agreed between the parties from time to time;

"Client" means the person or entity signing up to use the Services in accordance with these terms;

"Client Data" means data belonging to or provided by the Client;

"Confidential Information" means information that is proprietary or confidential (however recorded, preserved or disclosed) disclosed by one party to the other in connection with this agreement, and as supplemented by clause 7 (Confidential Information);

"Contract Year" means the period between the Effective Date (or an anniversary thereof) and the day immediately preceding the next anniversary of the Effective Date, inclusive;

"Controller", "Processor", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the GDPR;

"Data Protection Legislation" means all laws relating to the processing of Personal Data, privacy, and security, including without limitation the EU General Data Protection Regulation 2016/679 ("**GDPR**"), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws, regulations and regulatory guidance;

"Data Subject Request" means a request made by a data subject to exercise any rights of data subjects under Data Protection Legislation;

"Effective Date" means the date specified as such on the Order Form or, if no Order Form exists, the date on which Client opens its account on the Services;

"Intellectual Property" means any and all patents, copyrights (including future copyrights), design rights, trade marks, Trade Mark, service marks, domain names, trade secrets, know-how, database rights, and all other intellectual property rights, whether registered or unregistered, and including applications for any of the foregoing and all rights of a similar nature which may exist anywhere in the world;

"Material" means written documentation and content, verbal, electronic and other information, databases, computer software, Software, designs, drawings, pictures or other images (whether still or moving), the Site, sounds or any other record of any information in any form belonging to Risk Ledger but for the avoidance of doubt not including material belonging to the Client;

"Order Form" means the appendix or appendices to this document that define the specific services to be provided by Risk Ledger, the agreed Authorised User numbers, the number of Vendors to be managed via the Services, pricing, and contract length;

"Participant" means an organisation using the Services to collect and/or share cyber security risk management information;

"Participant Data" means information shared with Client by other Participants on or through the Services, including without limitation Questionnaires and responses thereto;

"Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any personal data processed under this agreement in its capacity as Processor;

"Purchaser" means a Participant seeking information from other Participants via the Services in connection with its own cyber security risk management procedures;

"Questionnaire" means a survey, form, or other structured request for information used or created in the Software by a Purchaser;

"Renewal Term" has the meaning given to it in clause 2.3;

"Scheduled Maintenance" means any work notified in advance to the Client to be carried out by Risk Ledger or on its behalf that may cause the Services to be temporarily suspended;

“**Services**” means the services to be provided by Risk Ledger under this agreement as set out in the Order Form;

“**Site**” means Risk Ledger's website at riskledger.com, or other websites that Risk Ledger choose to operate and provide Services through;

“**SLA**” means the appendix to this document that defines the service levels to be provided by Risk Ledger under this agreement;

“**Software**” means Risk Ledger's data management and manipulation software made available by Risk Ledger to the Client as part of the Services;

“**Sub-Processor**” means another Processor engaged by Risk Ledger to carry out processing activities in respect of the personal data on behalf of the Client;

“**Supervisory Authority**” means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;

“**Trade Mark**” means the 'Risk Ledger' unregistered trade mark and logo and any future registration of either of these marks or any similar mark or branding of Risk Ledger or of any Associated Companies or third parties provided or Used as a part of these Services or any application for registration anywhere in the world;

“**Use**” means direct use by the Client of the Services as a risk mitigation tool for the Client's own internal business purposes and such other use as may be permitted by Risk Ledger in writing from time to time;

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

“**Vendor**” means a Participant using the Services to share its own information with one or more Purchasers in contemplation of providing products or services to such Purchasers; and

“**Working Hours**” means 9am to 5.00pm UK time on Business Days.

1.2 Subject to Clause 15, any reference in these terms to 'writing' or related expressions includes but shall not be limited to a reference to email, communications via websites and comparable means of communication.

1.3 Except where the context requires otherwise:

1.3.1 the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established; and a reference to a 'party' includes that party's personal representatives, successors and permitted assigns.

1.3.2 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.4 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a

reference to what most nearly approximates in that jurisdiction to the English legal term.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2 Supply of the Services

2.1 Risk Ledger shall provide the Services to the Client with reasonable skill and care on the terms and conditions of this agreement, use commercially reasonable efforts to maintain the availability of the Services as set out in the SLA, and to provide reasonable notice in advance of any Scheduled Maintenance.

2.2 Provision of the Services for Vendors shall continue until terminated by either party. Client may terminate its Vendor functionality by requesting the deletion its account on the Site by email to support@riskledger.com, or via the site itself.

2.3 Where Client has executed an Order Form to use the Services as a Purchaser, Risk Ledger shall supply those elements of the Services from the Effective Date for the period set out in the Order Form (“**Initial Period**”), and unless terminated by either party by no less than 60 days' notice at the end of the Initial Period or a Renewal Term, renewing thereafter for successive terms of 12 months each (each a “**Renewal Term**”) unless this agreement is terminated earlier in accordance with its terms. Unless the context requires otherwise, termination of Purchaser functionality does not affect Vendor functionality, and vice versa.

2.4 Where Risk Ledger itself provides links from its Site or Services contain links to other sites and resources provided by third parties (including other Participants), these links are provided for the Client's information only. Risk Ledger has no control over the availability or content of such other sites or resources and accepts no responsibility or liability for them or for any loss or damage that may arise from the Client's use of third-party sites or materials.

2.5 The Client recognises that Risk Ledger is always finding ways to improve the Services and add features and agrees that Risk Ledger may change the Services from time to time with no warranty, representation or other commitment given in relation to the continuity of any functionality of the Services, provided that any such changes does not fundamentally alter the nature of the Services.

3 Charges & Payment

3.1 To use the Services as a Purchaser, Client must execute an Order Form with Risk Ledger, and the provisions of this clause 3 shall apply. Risk Ledger provides the Services' functionality for Vendors at no cost.

3.2 The Client shall pay the Charges for the Services in accordance with this agreement. Payment shall be made in the currency indicated on the Order Form or, if not specified, GBP.

3.3 Without prejudice to clause 3.7, Risk Ledger may, no more than once per Contract Year and not to take effect until the completion of the first Contract Year, alter the level of Charges by up to 2% above the previous 12 months' increase in the Retail Price Index published by the Office for National Statistics. Alterations of the Charges under this clause require not less than 60 days' notice to the Client.

3.4 All Charges quoted to the Client for the provision of the Services are exclusive of any VAT.

3.5 If Client requires a purchase order number on invoices, it shall provide a purchase order number on the Order Form. If Client does not provide a purchase order number on an Order Form, Client shall pay any related invoices without a purchase order number and may not withhold or delay payment of an invoice due to the absence of, or Client's delay in providing, a purchase order number. Any terms provided by Client on a purchase order are void.

3.6 Risk Ledger will invoice the Charges to the Client in advance on an annual basis for payment within 30 days of the date of any such invoice, unless expressly stated otherwise on the Order Form or extended on the invoice. Sums shall be paid in full without set off or deduction. Risk Ledger reserves the right to make first provision of the Services subject to receipt of payment for the Contract Year.

3.7 The annual Charges will increase by 5% of the then current annual fee (including as raised under Clause 3.3) on the commencement of each Renewal Term without the need for notice.

3.8 No payment shall be deemed to have been made until Risk Ledger has received such payment in cleared funds from the Client.

3.9 If the Client fails to pay Risk Ledger any Charges by the due date, then without prejudice to its other rights and remedies Risk Ledger shall be entitled to charge interest on the outstanding amount at the prevailing rate of statutory interest (whether before or after any judgment), accruing daily and compounded quarterly, from the later of due date for payment and 30 days from the date of the Client's receipt of the invoice, until the outstanding amount is paid in full.

3.10 If the Client fails to pay any sums due within the number of days set out in clause 3.5 (subject to any separate agreement in writing between the parties from time to time), Risk Ledger may disable the account and temporarily suspend the provision of the Services from the date falling 7 days after Risk Ledger gives notice that the sums are overdue until such time as any outstanding invoices have been settled in full in cleared funds, whereupon the Services will be reinstated. Suspension is without prejudice to Risk Ledger's right to terminate this agreement in accordance with Clause 10.

3.11 Volumes in excess of those set out on the Order Form are chargeable at the same marginal rate as set out thereon, in bundles equivalent to the higher of (a) 10% of the Annual Licence Fees and (b) £1,000.

4 Data Protection

4.1 Processor and Controller

4.1.1 Save with respect to Authorised Users' account details and the contents of logs, of which Risk Ledger is a Controller, the parties agree that the Client is the Controller and Risk Ledger is the Processor in respect of any personal data that is provided by the Client to Risk Ledger for processing in the course of providing the Services.

4.1.2 Each party shall process any personal data involved in the performance of this agreement in compliance with:

- a) their respective obligations under the Data Protection Legislation; and
- b) the terms of this agreement.

4.1.3 The Client warrants and represents that all personal data provided to Risk Ledger for processing pursuant to this agreement shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Client ensuring that any required fair processing

information and all necessary consents have been given to and received from the data subjects), with Data Protection Legislation. Nothing in this clause 4 shall require Risk Ledger to check or monitor the accuracy, contents or Client's use of any personal data and, accordingly, Risk Ledger has no liability or responsibility whatsoever howsoever arising directly or indirectly to the Client for the accuracy, contents or Client's use of such personal data.

4.2 Instructions and details of processing

4.2.1 Insofar as Risk Ledger processes personal data on behalf of the Client, Risk Ledger:

- a) unless required to do otherwise by Data Protection Legislation, shall (and shall take steps to ensure each person acting under its authority shall) process the personal data only on and in accordance with the Client's documented instructions as set out in this clause 4, submitted via the Site and/or API, notified in writing to Risk Ledger by Client's Authorised Users, and updated from time to time in accordance with the terms of this agreement (the "**Processing Instructions**");
- b) if any Applicable Law requires it to process personal data other than in accordance with the Processing Instructions, Risk Ledger shall notify the Client of any such requirement before undertaking such processing of the personal data (unless the Applicable Law prohibits such information on important grounds of public interest); and
- c) shall inform the Client if Risk Ledger becomes aware of a Processing Instruction that, in the Risk Ledger's opinion, infringes any Data Protection Legislation, provided that this shall be without prejudice to clause 4.1.3 and to the maximum extent permitted by mandatory law, Risk Ledger shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Client's Processing Instructions following the Client's receipt of that information.

4.2.2 Authorised Users and individuals identifiable from Participant Data are the only data subjects involved in the processing under this agreement.

4.2.3 The types of personal data to be processed under this agreement are

- a) Authorised Users' account details and activity deriving from their use of the Services, including name, IP address, email address, name, and login time; and
- b) the names, job details, and contact details of individuals entered into the Services by Client in the course of completing Questionnaires.

4.2.4 Client shall update the Processing Instructions accordingly prior to using the Services to process any personal data relating to a category of data subjects or type of personal data not specified in clauses 4.2.2 and 4.2.3.

4.3 Technical and organisational measures

4.3.1 Risk Ledger shall implement and maintain, at its cost and expense, the technical and organisational measures:

- a) appropriate to the risk of processing, including as set out in Appendix II (Data Protection); and

b) taking into account the nature of the processing, to assist the Client insofar as is possible in the fulfilment of their obligations to respond to Data Subject Requests.

4.4 Using staff and other processors

4.4.1 Client grants to Risk Ledger specific authorisation to appoint Amazon Web Services EMEA SARL, Google Ireland Limited, and Microsoft Operations Ireland Limited as Sub-Processors in connection with Risk Ledger's performance of the Services.

4.4.2 Client grants to Risk Ledger general authorisation to appoint additional or replacement Sub-Processors for Risk Ledger's performance of the Services, provided that Risk Ledger provides advanced notice of its intention to appoint each Sub-Processor, and the Client may object to any such appointment.

4.4.3 Where the Client objects to the proposed appointment of a Sub-Processor under clause 4.4.2, Risk Ledger shall consider the reasons for the objection and take appropriate steps to ensure that the proposed change in Sub-Processors does not prevent Risk Ledger's implementation of appropriate technical and organisational measures relating to data processing.

4.4.4 Risk Ledger shall:

- a) prior to the relevant Sub-Processor carrying out any processing activities in respect of the personal data, appoint each Sub-Processor under a written contract enforceable by Risk Ledger containing materially the same obligations as under this agreement;
- b) ensure each such Sub-Processor complies with all such obligations; and
- c) remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

4.4.5 Risk Ledger shall ensure that all persons authorised by it (or by any Sub-Processor) to process personal data are subject to a binding written contractual obligation to keep the personal data confidential (except where disclosure is required in accordance with any Applicable Law, in which case Risk Ledger shall, where practicable and not prohibited by Applicable Law, notify the Client of any such requirement before such disclosure).

4.5 Assistance with Client's compliance and data subject rights

4.5.1 Risk Ledger shall refer all Data Subject Requests and any relevant notices and correspondence from a Supervisory Authority which it receives to the Client within three Business Days of receipt of the request.

4.5.2 Risk Ledger shall provide such reasonable assistance as the Client reasonably requires (taking into account the nature of processing and the information available to Risk Ledger), to the Client in ensuring compliance with the Client's obligations under Data Protection Legislation (and the Client will pay to Risk Ledger such costs as are reasonable in the circumstances) with respect to:

- a) security of processing;
- b) data protection impact assessments (as such term is defined in Data Protection Legislation);
- c) prior consultation with a Supervisory Authority regarding high risk processing;
- d) responding to Data Subject Requests; and

e) notifications to the Supervisory Authority and/or communications to data subjects by the Client in response to any Personal Data Breach.

4.6 International data transfers

4.6.1 Due to the international nature of supply chains, the Client agrees that Risk Ledger may transfer personal data to any country, provided all transfers by Risk Ledger of personal data shall (to the extent required under Data Protection Legislation) be affected by way of Appropriate Safeguards and in accordance with Data Protection Legislation. The provisions of this agreement shall constitute the Client's instructions with respect to transfers in accordance with clause 4.2.

4.7 Records, information and audit

4.7.1 Risk Ledger shall maintain, in accordance with Data Protection Legislation binding on Risk Ledger, written records of all categories of processing activities carried out on behalf of the Client.

4.7.2 Risk Ledger shall, in accordance with Data Protection Legislation, make available to the Client such information as is reasonably necessary to demonstrate the Risk Ledger's compliance with the obligations of data processors under Data Protection Legislation, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, subject to the Client:

- a) giving Risk Ledger reasonable prior notice of such information request, audit and/or inspection being required by the Client;
- b) ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
- c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Risk Ledger's business, the Sub-Processors' business and the business of other customers of Risk Ledger; and
- d) paying Risk Ledger's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

4.8 Breach notification

4.8.1 In respect of any Personal Data Breach, Risk Ledger shall, without undue delay:

- a) notify the Client of the Personal Data Breach; and
- b) provide the Client with details of the Personal Data Breach.

4.9 Deletion or return of Client Data and copies

4.9.1 Risk Ledger shall, at the Client's written request, either delete or return all the personal data of which it is the Processor under this agreement to the Client in such form as the Client reasonably requests within a reasonable time after the earlier of:

- a) the end of the provision of the relevant Services related to processing; or

- b) once processing by Risk Ledger of any personal data is no longer required for the purpose of the Risk Ledger's performance of its relevant obligations under this agreement, and

delete existing copies (unless storage of any data is required by Applicable Law and, if so, Risk Ledger shall inform the Client of any such requirement).

4.10 Survival of data protection provisions

4.10.1 Clause 4 shall survive termination (for any reason) or expiry of this agreement and continue:

- a) indefinitely in the case of clause 4.9; and
- b) for a period of 3 months following the earlier of the termination or expiry of this agreement in the case clauses 4.1 to 4.8 (inclusive),

provided always that any termination or expiry of clauses 4.1 to 4.8 (inclusive) shall be without prejudice to any accrued rights or remedies of either party under any such clauses at the time of such termination or expiry.

5 Client's Obligations

5.1 The Client shall not:

- 5.1.1 use the Services in any way so as to bring the Services or Risk Ledger into disrepute;
- 5.1.2 use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous or menacing;
- 5.1.3 use the Services in a manner which infringes the Intellectual Property, proprietary or personal rights of any third party, including data subjects;
- 5.1.4 misuse the Site by introducing viruses, trojans, worms, logic bombs or other material which is technologically harmful;
- 5.1.5 attempt to gain unauthorised access to the Site or Services, the server on which the Site or Services are stored or any server, computer or database connected to the Site or Services;
- 5.1.6 attack the Site or Services via a denial-of-service attack or a distributed or malicious denial-of service attack; or
- 5.1.7 access the Software, Services or the Site in order to build a product or services which competes with the Software or Services; or
- 5.1.8 use the Materials, or release any Materials, to third parties except as authorised in writing by Risk Ledger or as permitted under this agreement.

5.2 A breach of clause 5.1 constitutes a material breach of this agreement and may result in the withdrawal or suspension of any rights to use the Services pursuant to clause 10.2.1.

5.3 The Client will keep its password and other access details for Use with the Services confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. The Client shall notify Risk Ledger immediately if it believes that such information is no longer secret. The Client is solely responsible for all activities that occur using the Client's authentication credentials. The Client shall not permit any person to access the Services for any unauthorised purpose that would

constitute a breach of this agreement if such a breach was carried out by the Client, and remains responsible in full for any such unauthorised use.

5.4 The Client will take all reasonable steps to ensure that nobody other than Authorised Users accesses the Services using Authorised User accounts. Authorised User accounts may not be shared between individuals.

6 Ownership & Use of the Intellectual Property

6.1 The Client acknowledges and Risk Ledger warrants that:

6.1.1 Risk Ledger is as between the Client and Risk Ledger the proprietor of the Intellectual Property in the Site, the Services and Materials; and

6.1.2 so far as Risk Ledger is aware the Intellectual Property in the Site, the Services and Materials, and their Use as permitted in this agreement, do not infringe the Intellectual Property rights of any third party.

6.2 Risk Ledger hereby grants to the Client a limited, personal, non-exclusive and non-transferable licence to Use the Intellectual Property in the Site, the Services and Materials for the duration of this agreement for strictly in accordance with its terms. The Client shall not be entitled to use the Intellectual Property in the Site, the Services and Materials for any other purpose. In particular and without limitation, the Client shall have no right to copy, translate, reproduce, adapt, reverse engineer, decompile, disassemble, or create derivative works of the Software or the Materials except as permitted by Applicable Law. Further, the Client shall have no right to sell, rent, lease, transfer, assign, or sub-licence the Materials or its rights under this agreement without Risk Ledger's prior written consent or otherwise expressly permitted by this agreement.

6.3 Client agrees to Risk Ledger collecting via the Services, and grants to Risk Ledger a worldwide, non-exclusive, royalty-free license (with the right to sublicense) the following data for the corresponding uses:

6.3.1 **Analytics** – Subject to the terms of the agreement, Risk Ledger may analyse and process Client Data (including the contents of and response to Questionnaires) in order to distil behaviours, trends and patterns ("**Analytics**"), the results and learnings of such Analytics. Risk Ledger uses these Analytics to improve risk assessments given to Buyers as part of the Services; to indicate potential areas for improvement of Participants' information security practices; to develop; improve the Risk Ledger service and to produce anonymised, pseudonymised or aggregated statistical reports and research.

6.3.2 **System usage** – Risk Ledger will use the number of Authorised Users, and data relating to the volume and categories of Client Data processed through the Services, to calculate and verify the Charges. Risk Ledger may analyse Authorised Users' login metadata (including IP address, concurrent logins, and similar indicators) for security purposes to monitor Client's compliance with clause 5.4.

6.3.3 Client, on behalf of itself and its Authorised Users, assigns to Risk Ledger all Intellectual Property rights in all suggestions or feedback given by any means to Risk Ledger in relation to the Site, Software, Services and Materials.

6.4 The Client shall only use the Trade Mark and other branding of Risk Ledger in the form stipulated by Risk Ledger from time to time and shall observe all directions given by Risk Ledger as to colours and size and representations of the Trade Mark and branding and their manner and disposition on the Client's products, packaging, labels, wrappers and any accompanying

leaflets, brochures or other materials. All goodwill arising from such use by the Client shall accrue to Risk Ledger.

6.5 The Client shall not use any mark or name confusingly similar to the Trade Mark in respect of any of its services or use the Trade Mark as part of any corporate business or trading name or style. Risk Ledger may use the Client's name and logo for the limited purpose of identifying the Client as a customer of Risk Ledger.

6.6 If the Client becomes aware that any other person, firm or company alleges that the Intellectual Property in the Site, the Services and/or Materials is invalid or that use of such Intellectual Property and/or Materials infringes any Intellectual Property rights of another party the Client shall as soon as reasonably possible give Risk Ledger full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

6.7 Risk Ledger shall have the conduct of all proceedings relating to the Intellectual Property in the Site, the Services and/or Materials and shall in its sole discretion decide what action if any to take in respect of any matter arising under Clause 6.6 or any action to bring any infringement by a third party of such Intellectual Property to an end. The Client shall reasonably assist Risk Ledger upon Risk Ledger's reasonable request in any proceedings brought by or against Risk Ledger. Risk Ledger agrees to reimburse the Client's reasonable expenses incurred in complying with this Clause 6.7.

7 Confidentiality and Participant Data

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

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

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

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

7.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

7.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

7.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, 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 this agreement.

7.3 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 agreement.

7.4 The Client acknowledges that the Software, the Risk Ledger Data and the Materials constitute Risk Ledger's Confidential Information.

7.5 Client agrees that Risk Ledger may share such Client Data with such Participants as Client's Authorised Users indicate through their use of the Software, provided that each such Participant is bound by confidentiality obligations substantially in the form of, or no less stringent than, this clause 7.

7.6 As part of the Services, Client may receive Participant Data. Client undertakes to Risk Ledger (contracting for itself and each Participant) to treat all Participant Data as Confidential Information, and not to use Participant Data for any reason other than to evaluate, and respond to the relevant Participant regarding, that Participant's information security practices and/or requirements.

7.7 This clause 7 shall remain in force in perpetuity unless agreed otherwise in writing between the parties.

8 Limitation of Liability

8.1 This Clause 8 sets out the entire financial liability of Risk Ledger (including any liability for the acts or omissions of its employees, subsidiaries, agents and sub-contractors) to the Client:

8.1.1 arising under or in connection with this agreement;

8.1.2 in respect of any use made by the Client of the Services, the Software, the Site, the Materials or any part of them; and

8.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

8.2 Except as expressly and specifically provided in this agreement:

8.2.1 the Client assumes sole responsibility for results obtained from the use of the Services, the Software, the Site, the Materials or any part of them, and for conclusions drawn from such use. Risk Ledger shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Risk Ledger by the Client or any Participant in connection with the Services, or any actions taken by Risk Ledger at the Client's direction; and

8.2.2 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 this agreement.

8.3 Nothing in this agreement limits or excludes the liability of Risk Ledger:

8.3.1 for death or personal injury caused by Risk Ledger's negligence;

8.3.2 for fraud or fraudulent misrepresentation; or

8.3.3 any other liability that cannot be limited or excluded under applicable law.

8.4 Subject to Clause 8.3:

8.4.1 Risk Ledger shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill 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 agreement; and

8.4.2 Risk Ledger's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the

performance or contemplated performance of this agreement shall be limited to the Charges (excluding any one-off implementation costs) paid during the 12 months preceding the date on which the claim arose.

8.5 Without limiting the effect of Clause 8.2.2, and without prejudice to its obligations under Clause 2.1, Risk Ledger does not warrant that:

- 8.5.1 the supply of the Participant Data and the Services or use of the Software will be free from interruption;
- 8.5.2 any Participant Data is accurate, up to date, complete, reliable, useful, fit for purpose or timely; or
- 8.5.3 using the Services will meet any statutory obligations of the Client.

9 Force Majeure

9.1 Risk Ledger shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances Risk Ledger shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 14 days, the Client may terminate this agreement by giving 7 days' written notice to Risk Ledger.

10 Term, Suspension & Termination

10.1 Risk Ledger may immediately and without notice to the Client suspend the provision of Services to the Client if:

- 10.1.1 permitted by clause 3.10; or
- 10.1.2 the Client's account remains inactive for a period of 13 months or more.

10.2 Either party may suspend or terminate (at its reasonable discretion) this agreement (and Services) immediately by giving written notice to the other party if:

- 10.2.1 the other party commits any material breach of this agreement and (if capable of remedy) fails to remedy the breach within 14 days after being required by written notice so to do; or
- 10.2.2 the other party becomes insolvent or bankrupt, enters into an arrangement with creditors, has a receiver or administrator appointed or its directors or shareholders pass a resolution to suspend trading, wind up or dissolve that party other than for the purposes of amalgamation or reconstruction or it ceases, or threatens to cease, trading.

10.3 Any termination of this agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to at law or under this agreement and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision of this agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

10.4 The period during which Risk Ledger may suspend the Services in accordance with this agreement will continue until the circumstances giving rise to Risk Ledger's right to suspend the Services ceases to subsist or until this agreement is terminated.

10.5 In the event that Risk Ledger suspends the provision of Services as permitted by clause 10.1 or 10.2 (up to the duration permitted by clause 10.4) the Client will continue to

be obliged to pay any Charges owing or that arise during the period when the Service is suspended.

10.6 Risk Ledger reserves the right to terminate this contract with immediate effect if it deems the Client has built or is building a product or services which competes with the Software or Services provided by Risk Ledger.

11 Effects of Termination

11.1 In addition to the provisions of clause 10, upon termination of this agreement for whatever reason:

- 11.1.1 there shall be no refund of any element of the Charges to the Client, save for refunds pro-rata where the Client has terminated properly under clause 10.2;
- 11.1.2 all unpaid Charges shall become immediately due to Risk Ledger (in whole or in part on a pro rata basis where part of a periodic charge which is charged in arrears is due), save in instances where the Client has terminated properly under clause 10.2, in which case only the Charges due in relation to the period and usage prior to the effective date of termination shall become payable under this subclause;
- 11.1.3 Risk Ledger will be under no obligation to retain any data (including Client Data);
- 11.1.4 the Client shall immediately cease using the Risk Ledger's Intellectual Property and the Materials;
- 11.1.5 all licences granted to the Client under this agreement shall immediately terminate; and
- 11.1.1 each party shall return or destroy (or erase from its computer systems) as notified to it in writing by the other party and make no further use of the data, the Materials or any Confidential Information then in its possession, with the exception that each party shall be entitled to retain such Confidential Information then in its possession for legal purposes or Analytics, subject to ongoing compliance with Clause 7. Save as contemplated in clause 4.9, it is agreed that Risk Ledger will erase or destroy all the Client Data or any Confidential Information following the termination of this agreement, nor make use of such materials other than as part of the Analytics.

12 Transfer & Sub-contracting

12.1 Risk Ledger may at its reasonable discretion and upon reasonable prior written notice to the Client assign, transfer or deal in any other manner with all or any of its rights under this agreement or any part thereof to a third party.

12.2 Save as permitted by clause 12.1 and Risk Ledger's ability to appoint Sub-Processors under clause 4.4, neither party may assign, sub-contract, sub-licence or otherwise transfer any rights or obligations under this agreement or any part thereof (except in connection with the sale or transfer of all, or substantially the whole, of its assets) without the prior consent in writing of the other party, such consent not to be unreasonably withheld or delayed. Subject to requiring any such Associated Company to comply with the terms of this agreement as regards confidentiality restrictions and the right to use and process such information and results, the Client may share any information and results obtained from using the Services with any Associated Company of the Client.

13 Bribery & Corruption

13.1 For the purposes of this clause 13 the expressions 'adequate procedures' and 'associated with' shall be construed in

accordance with the Bribery Act 2010 and legislation or guidance published under it (the "**Bribery Laws**").

13.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:

- 13.2.1 all of that party's personnel;
- 13.2.2 all others associated with that party; and
- 13.2.3 all of that party's subcontractors;

involved in performing in accordance with the terms of this agreement so comply.

13.3 Without limitation to clause 13.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

13.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 13.

14 Anti-slavery

14.1 The Client undertakes, warrants and represents that:

- 14.1.1 neither the Client nor any of its officers, employees, agents or subcontractors has:
 - a) committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
 - b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

14.1.2 it shall notify Risk Ledger immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Client's obligations under clause 14.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

14.2 Any breach of clause 14 by the Client shall be deemed a material breach of the Contract and shall entitle Risk Ledger to terminate the Contract with immediate effect.

15 Communication & Notices

15.1 Notices to terminate or proceedings relating to a dispute shall be delivered personally or given by post addressed to the other party at its registered office, principal place of business as may at the relevant time have been notified, or UK address nominated by the Client for service of proceedings if based outside of the United Kingdom. Other notices required to be given by either party to the other under the terms of this agreement may be given in writing by post or by email. Where such notice is given by email to Risk Ledger it shall be sent to legal@riskledger.com.

15.2 Any such notice shall be deemed to have been received:

- 15.2.1 if delivered personally, at the time of delivery;
 - 15.2.2 if sent by email, 1 Business Day after sending;
 - 15.2.3 if sent by post within the United Kingdom, 2 Business Days after posting; and
 - 15.2.4 if sent by airmail 5 Business Days after posting,
- provided that if deemed receipt occurs before 9am or after 5pm on a Business Day then the notice shall be deemed to have been given on the next Business Day.

16 Governing Law and Jurisdiction

16.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims), save that Risk Ledger may elect to bring proceedings against the Client in the courts of any jurisdiction where Client or any of its assets may be found or located.

17 Amendments to the Terms

17.1 Risk Ledger may make commercially reasonable changes to these terms and any connected documents from time to time, providing at least 30 days' notice by one of more of the following methods prior to any material changes taking effect:

- 17.1.1 Email to Authorised Users;
- 17.1.2 Providing a notification of forthcoming update in the Services.

17.2 Any notice given under clause 17.1 shall be deemed to have been given at the time of sending or posting, as applicable.

17.3 Where a change to these terms by Risk Ledger under clause 17.1 affects the terms related to data privacy or security, such changes shall be made only to improve or update compliance with industry practice and the Data Protection Legislation, and in any event not reduce the overall security of the Services.

18 General

18.1 Except where otherwise expressly stated herein, this agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement and supersedes any previous agreement or understanding whatsoever whether oral or written relating to the subject matter of this agreement.

18.2 Unless otherwise stated, in case of conflict between the main body of this agreement and other documents forming part of it, the order of precedence is:

- 18.2.1 The Order Form
- 18.2.2 Clauses 1-18 of this agreement
- 18.2.3 Any other appendices attached to this agreement.

18.3 Except as amended pursuant to clause 17, no variation of the provisions of this agreement will be valid unless confirmed in writing by the authorised signatories of both parties on or after the date of the last required signature on this agreement.

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- 18.4** Each party warrants to the other that they have the power and authority to enter into this agreement and perform its obligations under this agreement, and that entering into and performing its obligations under this agreement will not cause it to breach any legal obligations.
- 18.5** Each party agrees to maintain compliance with all Applicable Laws in entering into, and discharging its rights and obligations under, this agreement.
- 18.6** This agreement shall not be deemed to create any partnership or employment relationship between the parties.
- 18.7** Other than a Participant protecting its Confidential Information pursuant to clause 7, a person who is not party to this agreement shall have no rights (under the Contracts (Rights of Third Parties) Act 1999) or otherwise to enforce any term hereunder and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person, including any Associated Company of Risk Ledger.
- 18.8** No act, failure or delay to act, or acquiescence by Risk Ledger or the Client in exercising any of its rights under this agreement shall be deemed to be a waiver of that right or in any way prejudice any right of Risk Ledger or the Client under this agreement, and no waiver by Risk Ledger of any breach of this agreement by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver or relaxation whether partly or wholly of any of the terms or conditions of this agreement shall be valid only if in writing and signed by or on behalf of Risk Ledger and shall apply only to a particular occasion and shall not be continuing and further shall not constitute a waiver or relaxation of any other terms or conditions of this agreement.
- 18.9** The rights and remedies provided in the agreement for Risk Ledger only are cumulative and not exclusive of any rights and remedies provided by law.
- 18.10** If any provision of this agreement is held by any court or other competent authority to be unlawful, invalid or unenforceable in whole or in part, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

Appendix I: Service Level Agreement

The following sections provide relevant details on service availability, monitoring of in-scope Services and related components.

1 Service Availability

Coverage parameters specific to the service(s) covered in this agreement are as follows:

1.1 Web based Services

Risk Ledger's web-based Services will be available for a minimum of 95% (80% for Vendors or during a trial) of time within each calendar month. Scheduled Maintenance will be excluded from downtime. "Available" means that the Site is operating, and all basic functions are accessible.

1.2 Email Support

Email support is provided during Working Hours. Emails received outside of Working Hours will be collected, however no action can be guaranteed until commencement of Working Hours on the next Business Day.

Contact details for support are as follows:

Email	support@riskledger.com
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1.3 Support requests will be dealt with on a priority basis as determined by Risk Ledger. Priority is determined through a combination of impact and urgency, as described below. Support requests do not include new feature requests.

1.4 Priority Definitions:

Each support request shall be assigned a priority on receipt by Risk Ledger:

- Priority 1:
 - The issue or failure is causing immediate critical and significant impact on major business functions for the Client. There is no possible workaround.
- Priority 2:
 - The issue or failure is causing critical and significant impact on major business functions, but there is a workaround available; or
 - The issue or failure will imminently cause critical and significant impact on major business functions for the Client. There is no possible workaround; or
 - The issue or failure is causing critical and significant impact on non-core business functions, and there is no possible workaround.
- Priority 3:
 - The issue or failure is causing an impact on non-core business activities for the Client, and a workaround is available.
- Priority 4:
 - The issue or failure has limited impact or the impact is minimal and a workaround will be provided within the next calendar month.

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1.5 Target Response and Resolution Targets

Risk Ledger aims to respond and to satisfactorily resolve 90% of issues submitted to it within the targeted time, as specified below.

Priority	Target Response Time – confirmation by email that issue received and assigned priority	Target resolution time
1	4 Working Hours	12 Working Hours
2	4 Working Hours	24 Working Hours
3	7 Working Hours	10 Business Days
4	8 Working Hours	20 Business Days

Target response and resolution times referenced above will be measured from whichever is the latter of:

- When Risk Ledger receives a support request and such information as the Client has in order for Risk Ledger to give the issue a priority
- If there is ambiguity of whether the fault lies with Risk Ledger's or the Client's systems, from when Risk Ledger's engineers have confirmed that the fault is with Risk Ledger.

1.6 Exceptions

When a support request requires information or support from an external vendor or more information from the Client, Risk Ledger may take longer than the above periods to resolve such issues. Such additional time will not be counted as part of the targets resolution times.

2 Scheduled Maintenance

Risk Ledger will endeavour to provide the following minimum levels of notice in respect of Scheduled Maintenance:

Maximum Outage Period	Minimum Notice
5 minutes	24 hours
10 minutes	2 Business Days
30 Minutes	5 Business Days
More than 30 minutes	10 Business Days

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Appendix II: Data Protection

Technical and Organisational Measures

Ongoing confidentiality, integrity, availability and resilience of processing systems

System architecture	System architecture will be subject to regular penetration tests,
Encryption	256-bit AES encryption is used on our database at rest, and on evidence uploads at rest.
Update testing	Updates will be internally tested. Regular web application penetration tests will be completed every 6 months.
Vulnerability testing	Vulnerability scans will be run monthly.
Access control	Internal joiners, movers, and leavers processes will be enforced. Where possible, segregation of duties will be enforced. Principle of least privilege shall be applied.
User authentication	2-factor authentication will be enforced. Password complexity will be enforced.

Restoring availability and access to personal data in a timely manner in the event of a physical or technical incident

Disaster recovery	A full IT disaster recovery process, and business continuity process will be maintained.
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Regular testing, assessing and evaluating of these measures' effectiveness

Information security management	Information security governance will be provided by the CEO of the company. This will include an Information Security Management System (ISMS).
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Information on processing activities

Data Protection Officer's details	Haydn Brooks, CEO. data@riskledger.com 07510305024
Subject matter	User Tables (Authorised Users name, business email address, and contact number). User Metadata (IP address and network level data).
Duration of Processing Activities	For the length of the agreement to facilitate client use of the Services. Some personal data (authorised user name, business email, contact number, and IP address may be stored in encrypted backups for no longer than 1 month after termination of contract).
Nature and Purpose of the Processing Activities	The information within the User Tables is used to allow the Client access to the application and to facilitate the Services. User Metadata is used for security, analytics and to improve the Services offered by Risk Ledger.
Types of Personal Data	Authorised User Name Authorised User Business Email Authorised User Contact Number IP Address
Categories of Data Subject	Authorised Users, individuals referenced in Questionnaires
Data Transfer Method	HTTPS (TLS 1.3); Email with enforced TLS
Location of Processing	EEA (Dublin)
Name of any Sub-Processor and Location of Sub-Processing	Amazon Web Services EMEA SARL, Ireland Google Ireland Limited Microsoft Operations Ireland Limited Intercom, USA