

1. Acquit DR Ltd., 's Proprietary Rights

In this clause 4 the term "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2. Except as expressly provided herein access to the Service does not grant the Customer any database rights or rights in the copyright, trademarks or any other Intellectual Property Rights of Acquit DR Ltd., or any third party.
3. The Service is protected by Intellectual Property Rights. All Intellectual Property Rights in or arising out of or in connection with the Service shall be owned by Acquit DR Ltd., or, where relevant, its third party subcontractors or the third party providers.
- 3.1. The Customer is not permitted and will not allow any third party to adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any element of the Service without Acquit DR Ltd's written permission. Acquit DR Ltd., may take steps to assist identification of its Service.

3.2. Data protection

3.2.1. For the purpose of this Agreement "**data controller**", "**personal data**", and "**processing**" have the definitions contained in the Data Protection Legislation and "**Data Protection Legislation**" means all data protection and privacy legislation and regulatory requirements in force from time to time which apply to a party including (to the extent applicable) (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("UKGDPR") (ii) the Data Protection Act 2018; (iii) the General Data Protection Regulation ((EU) 2016/679) ("EU GDPR"); and (iv) any successor legislation to any of the foregoing, together with and any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Information Commissioner's Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time.

3.2.2. This clause sets out the framework for the sharing of personal data between the parties as independent data controllers.

3.2.3. The Customer is responsible for establishing the lawful basis for processing personal data obtained pursuant to use of the Services and maintaining compliance with the Data Protection Legislation in connection with such data.

3.2.4. The Customer acknowledges that accessing personal data through the use of the Services is only permitted where the Customer has a lawful basis for doing so and the Customer warrants that it shall only request personal data where the Customer has a lawful basis for doing so.

3.2.5. The Customer agrees that it shall only access and use the Services for the purpose of credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement, debtor trace and other lawful business due diligence purposes.

3.2.6. The Customer acknowledges that it is its duty to record and demonstrate the existence of its lawful basis for processing.

3.2.7. Where the Customer provides Acquit DR Ltd., with data or information which includes personal data to enable Acquit DR Ltd., to provide the Service, the Customer warrants that it has a lawful basis for doing so and that it has complied with the transparency requirements set out in Articles 13 and 14 of the UK GDPR and EU GDPR as applicable.

3.2.8. The parties acknowledge that the personal data provided or made available by Acquit DR Ltd., to the Customer under this Agreement may contain personal data received from within the European Economic Area ("EEA") and that, with effect from 1 January 2021, the United Kingdom will constitute a third country for the purposes of the UK GDPR and EU GDPR such that transfers of personal data from within the EEA to the United Kingdom will be subject to additional restrictions and requirements under the UK GDPR and EU GDPR. As such, unless and until the European Commission approves the United Kingdom as providing adequate protection pursuant to Article 45 of the UK GDPR and EU GDPR ("**UK Adequacy Decision**"), the parties acknowledge and agree that the European Commission's Standard Contractual Clauses for the transfer of personal data from the European Union to controllers established in third countries (controller-to-controller transfers), as set out in the Annex to Commission Decision 2004/915/EC, a completed copy of which is available at <https://www.Acquit DR Ltd.,com/gb/en/legal/standard-contractual-clauses.html> ("**SCC**"), shall apply as between the data exporter based within the EEA and Acquit DR Ltd.,. Accordingly, in order for the Customer to lawfully receive and use such personal data under this Agreement from 1 January 2021, the Customer hereby agrees to be bound by and to comply with the provisions of the SCC as if it were a data importer. For the avoidance of doubt, this clause 4.4.9 shall cease to apply in the event that a valid UK Adequacy Decision is made.

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

3.2.10. The parties agree that if:

- the Data Protection Legislation changes in such a way that Acquit DR Ltd., considers that the provisions of this Clause 4.4 (including the SCC) are no longer adequate for the purposes of governing lawful data sharing exercises (including, for the avoidance of doubt, any subsequent changes made to the Data Protection Legislation and/or the SCC as a result of the United Kingdom ceasing to be a member state of the European Union at the end of the transition period); and/or
- the SCC are amended, replaced and/or superseded by any new standard contractual clauses approved by a competent authority, then Acquit DR Ltd., may adapt, update or

replace the terms of this Clause 4.4 (including the SCC) as it considers reasonably necessary in light of such changes.

4. Customer Obligations and Conduct

The Customer shall:

- 4.1.1 provide Acquit DR Ltd., with any information or assistance which the parties have agreed the Customer shall provide in order for Acquit DR Ltd., to perform its obligations under this Agreement, and shall use all reasonable endeavours to ensure that any such information provided to Acquit DR Ltd., is complete, accurate and in the agreed format
- 4.1.2 not to do anything to harm Acquit DR Ltd.,'s reputation
- 4.1.3 abide by all laws & regulations applicable to its use of the Service and the data contained therein, including full compliance with all aspects of Data Protection Legislation
- 4.1.4 not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means. You will not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services. You will not access all or any part of the Services in order to build a product or service which competes with the Services nor will you use the Services to provide services to third parties. Use of any automated system or software to extract data from the Site, the Application or the Services ("screen scraping") is expressly prohibited.

make available to, or use for the benefit of any third party, any of the Service. The Customer may not include the Service in any product or service which the Customer sells.

5.0 Warranties and Limitation of Liability

5.1 The Acquit DR Ltd., Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Acquit DR Ltd., to guarantee. Whilst Acquit DR Ltd., aims always to maintain a quality, fully operative service, the Service and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied.

5.2 Specifically Acquit DR Ltd., gives the Customer no warranty or assurance about the contents of the Service. Whilst Acquit DR Ltd., does endeavour to maintain the accuracy and the quality of the Service, information contained may be incorrect or out of date. Therefore any use of the Service is at the Customer's own risk.

5.3 Acquit DR Ltd., shall not be liable for any indirect or consequential loss. Acquit DR Ltd., shall not be liable for the following types of financial loss (whether direct or indirect); loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.

5.4 Each party to this Agreement warrants that it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement.

remedy that breach within 14 days of receipt of notice requiring it to do so;

6.0 Indemnity

6.1 The Customer agrees to indemnify, defend and hold Acquit DR Ltd., its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by Acquit DR Ltd., or its parents, subsidiaries, affiliates, officers or employees in connection with the Customer's breach of this Agreement.

7.0 Force Majeure

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

8.0 Confidentiality

In this clause 11 the term "**Confidential Information**" means information, in any form, of a confidential or proprietary nature disclosed by one party to the other which is marked as confidential; or is identified as confidential at the time of disclosure; or would be regarded by a reasonable business person as being confidential, including but not limited to information regarding the disclosing party's business, customers, employees, suppliers, software, products, know-how, processes and business intentions; Each party undertakes that it shall not at any time disclose to any person any Confidential Information

and as may be required by law, court order or any governmental or regulatory authority.
No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

9.0 International Credit Reports

- 9.1 Company Credit Reports providing details of companies based outside the United Kingdom are provided on a subject to availability basis, and the countries from which reports are available may vary throughout the course of the term of this Agreement.
- 9.2 Company Credit Reports providing details of companies outside the United Kingdom are provided within the specific timeframes detailed at the Acquit DR Ltd.,

10.0 Miscellaneous

- 10.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.
- 10.2 Except for any rights of data subjects as set out in the SCC (to the extent applicable), the parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement
- 10.3 The terms of this Agreement and the provision of the Service and the relationship between the Customer and Acquit DR Ltd., shall be governed by the laws of England and Wales. The Customer agrees irrevocably to submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.4 The failure of Acquit DR Ltd., to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. The Service is subject to availability.
- 10.5 Acquit DR Ltd., may unilaterally vary any term of this Agreement in order to comply with any legislation applicable to the provision of the Services.