

INTEGRATOR AGREEMENT

This Integrator Agreement, comprising these terms and conditions together with any Schedules or attachments attached hereto (together, the “**Agreement**”), is entered into by and between iProov Limited, incorporated and registered in England and Wales with company number 07866563 whose registered office is at 14 Bank Chambers, 25 Jermyn Street, London SW1Y (“**iProov**”) and [FULL NAME OF CLIENT], incorporated and registered in [JURISDICTION] with number [NUMBER] with its registered address at [ADDRESS] (“**Client**”) and is effective upon the execution of the first applicable Order Form (the “**Effective Date**”). iProov and Client are each a “**Party**”, and together the “**Parties**”.

1. DEFINITIONS

1.1 “Account” means a discrete iProov Product account generated by iProov in respect of (a) the Client, in the case of a Client Offering, or (b) a specific Third Party Customer, in the case of a Third Party Customer Offering, which may comprise a Trial Service Provider and/or a number of Production Service Providers.

1.2 “API” means an Application Programming Interface deployed by iProov to make the iProov Products available.

1.3 “Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.4 “Claim” means any demand, claim, action or suit by an unaffiliated third party.

1.5 “Client Data” means the electronic data (including any Personal Data) stored by or uploaded to the iProov Products by or on behalf of Client, a Third Party Customer or End Users.

1.6 “Client Offering” means an Integrated Service, or an instance of it, that is made available to actual or potential End Users by Client.

1.7 “Client Product” means the specific Client product(s) set forth in an Order Form for which Client is permitted to build an integration with the iProov Products using the Development Tools.

1.8 “Commencement Date” means the Effective Date, unless otherwise specified in the Order Form.

1.9 “Confidential Information” means information that (a) is proprietary or confidential to one Party (the “**Disclosing Party**”) and is either clearly labelled or ought reasonably to be identified as such, (b) relates to the business, affairs, developments, trade secrets, know-how, intellectual property rights, systems, software or operations of the Disclosing Party, and, for the avoidance of doubt, where iProov is the Disclosing Party, includes the functionality and other details of the Services (including the iProov Products) provided by iProov, or (c) derives from the testing, review, use or analysis of systems, software or services of the Disclosing Party.

1.10 “Contracted Throughput” means the capped or reserved Throughput capacity specified in accordance with this Agreement, the applicable Order Form, and Schedule 5 (Throughput Protocols).

1.11 “Credentials” means information generated in the course of establishing an Account, Production Service Provider or Trial Service Provider that is required to be input by Client or Third Party Customer in order to access and use an iProov Product.

1.12 “Data Protection Laws” means all laws and regulations relating to data protection or personal privacy that apply in a relevant jurisdiction, including (without limitation, and as applicable) (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (the “**EU GDPR**”) and any applicable national implementing laws as amended from time to time, including without limitation the EU GDPR as it forms part of UK law by virtue of Section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (the “**UK GDPR**”) (together, the “**GDPR**”), and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the Privacy and Electronic Communications Directive 2002/58/EC on Privacy

and Electronic Communications (the “**ePrivacy Directive**”) and the UK’s Privacy and Electronic Communications (EC Directive) Regulations 2003, (iii) where the Territory includes, or End Users are situated in, the USA (x) the California Consumer Privacy Act of 2018 and its implementing regulations, as amended or superseded from time to time (“**CCPA**”); and (y) the Illinois Biometric Information Privacy Act (“**BIPA**”); (iv) legally binding subordinate legislation, regulations, codes of conduct or guidance issued by an authority responsible for data protection and/or privacy.

1.13 “Data Subject” means the identified or identifiable living individual to whom Personal Data relates.

1.14 “Development Tools” means any SDKs, APIs, and software development tools made available to Client by iProov that are intended for use to integrate the iProov Products with a Client Product and including any updates to these tools that iProov may make available to Client from time-to-time.

1.15 “Documentation” means the applicable documentation for the use of the iProov Products by Client that iProov makes available to Client online via any web address notified in writing by iProov to Client from time to time which sets out the descriptions of functions and facilities of the iProov Products and/or instructions relating to its use;

1.16 “End User” means a natural person that uses an Integrated Service.

1.17 “Fees” means the Service Fees, the Usage Fees, the Throughput Fees, the Professional Fees, and Overage (in each case, as defined in Schedule 4 (Billing Protocols)), payable by Client to iProov for the Services and calculated in accordance with the provisions of Schedule 4 (Billing Protocols) and as further described in an Order Form.

1.18 “Government” means any government, whether national, supranational, provincial, municipal, local or other (including any governmental enterprise, agency or department).

1.19 “Governmental Entity” means any entity (a) of which a Government has the direct or indirect ownership or control of more than fifty percent (50%) of the issued share capital or stock, or (b) whose management may effectively be directed or controlled by a Government or its nominee(s), whether directly or indirectly.

1.20 “Hosting Region” means an iProov-denominated geographic hosting region for an iProov Product.

1.21 “Integrated Service” means a service deploying Development Tools that combines an iProov Product with a Client Product.

1.22 “Initial Term” means thirty-six (36) calendar months from the Commencement Date, unless a different Initial Term is specified in the relevant Order Form.

1.23 “Intellectual Property” means all intellectual property, including, without limitation, inventions, patents, patent applications, copyrights, trademarks, trademark applications, service marks, service mark applications, trade names, domain names, trade secrets, mask works, know-how, moral rights, licences, and tangible embodiments of the foregoing and any other intangible proprietary or property rights, registered or not, under statute and/or common law.

1.24 “iProov Products” has the meaning given in Schedule 1 (Specification of Services).

1.25 “**iProov Technologies**” means iProov’s proprietary software-as-a-service (SaaS) authentication technologies, as further described in Schedule 1 (Specification of Services).

1.26 “**Losses**” means liabilities, costs, expenses, damages and losses (including interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by a Party.

1.27 “**Offering**” means either a Client Offering or a Third Party Customer Offering.

1.28 “**Order Form**” means a written order relating to the Services that refers to this Agreement and is agreed between the Parties.

1.29 “**Personal Data**” means all information processed as part of the Services that constitutes ‘personal information’, ‘personal data’, ‘health data’ or similar term as defined under applicable Data Protection Laws.

1.30 “**Production Service Provider**” means the iProov Products made available to Client and any relevant Third Party Customers for live production or commercial use in the context of the Integrated Service under this Agreement.

1.31 “**SDK**” means software tools (including programmatic implementations of APIs) made available to Client by iProov in connection with the iProov Products, including front-end software that interacts with iProov servers in connection with the use of iProov Products.

1.32 “**Service Package**” means the relevant package of Support Services purchased by Client, as specified in the Order Form, in each case as further described in Schedule 2 (Support Commitments).

1.33 “**Service Levels**” means the service levels set out in the ‘SLA Target’ column of the Table of Remedies in paragraph 6 of Schedule 3 (Service Credit and Performance Appendix).

1.34 “**Services**” means (i) the iProov Products provided by iProov to Client as set forth in the applicable Order Form, and (ii) the Support Services.

1.35 “**Support Services**” means the support services for the applicable Service Package as described in the table in the ‘Summary of Support Services’ table in Schedule 2 (Support Commitments) or as otherwise mutually agreed upon in writing by the Parties in an Order Form.

1.36 “**Term**” means the Initial Term and any Renewal Terms.

1.37 “**Territory**” means the territory specified in an Order Form.

1.38 “**Third Party Customer**” means any third party which Client authorises or permits to offer an Integrated Service to actual or potential End Users.

1.39 “**Third Party Customer Agreement**” means an agreement in writing between Client and a Third Party Customer that governs the provision of the Integrated Service or the licensing thereof.

1.40 “**Third Party Customer Offering**” means the Integrated Service, or an instance of it, that is made available to actual or potential End Users by a Third Party Customer.

1.41 “**Token**” means an identifier specific to an individual use of an iProov Product, such as an enrolment or verification with an iProov Product.

1.42 “**TPS**” means Transactions per second.

1.43 “**Transaction**” means a request by API call to an iProov Product for a Token.

1.44 “**Trial Service Provider**” means the iProov Products made available to Client and any relevant Third Party Customers for development, testing and internal demonstration in the context of the Integrated Service.

1.45 “**Throughput**” means a Transaction initiation rate per second.

1.46 “**Year**” means a twelve (12) month period beginning on the Commencement Date or any anniversary of the Commencement Date.

1.47 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.48 The Schedules form part of this Integration Agreement and shall have effect as if set out in full in the body of this Integration Agreement. Any reference to this “Agreement” includes the Schedules.

1.49 For the avoidance of doubt, any terms which are defined in a Schedule will have the same meaning throughout the Agreement, unless expressly specified otherwise in respect of a particular Schedule.

1.50 In the event of any conflict or inconsistency between the terms and conditions in this Integrator Agreement and those of any Schedule, the terms of this Integrator Agreement shall prevail.

1.51 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.52 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. SERVICES AND SUPPORT

2.1 **iProov Products.** During the Term, iProov will use commercially reasonable efforts to provide the iProov Products in all material respects in accordance with the Documentation, the terms of Schedule 1 (Specification of Services), and the Service Levels. Client acknowledges that the Service Levels constitute an entire and exclusive statement of the standards and performance levels to be met by iProov Products. iProov’s entire liability and Client’s entire remedy for failures to meet the Service Levels, shall be the payment of Service Credits and any rights of termination specified in Schedule 3 (Service Credit and Performance Appendix).

2.2 **Support Services.** iProov will use commercially reasonable efforts to provide Support Services in accordance with the terms of Schedule 2 (Support Commitments) that apply to the Service Package purchased by Client.

3. ORDER FORMS

3.1 **Order Form Execution.** An Order Form must be executed by both Parties to be effective.

3.2 **Incorporation in this Agreement: variation.** All Order Forms executed pursuant to this Agreement shall be subject to the terms and conditions of this Agreement. Any change to an Order Form is only binding if executed by both Parties in writing.

3.3 **Order Forms precedence.** In the event of any conflict or inconsistency between the terms and conditions of this Agreement and those of any Order Form, the terms of this Agreement shall prevail, unless the Order Form expressly varies the particular Clause or paragraph of this Agreement that is the subject of conflict or inconsistency. An Order Form will not be superseded by a later Order Form unless this is expressly stated in such later Order Form.

4. DEVELOPMENT AND USE OF THE INTEGRATED SERVICE

4.1 **Development Tools.** During the Term, and conditional upon the Client’s compliance with this Agreement, iProov hereby grants to Client a limited, non-exclusive, non-sublicensable right, within the Territory, to permit suitably skilled and experienced employees to access and use the Development Tools, in accordance with Schedule 1 (Specification of Services), the Documentation, and any other instructions provided by iProov, solely: (a) as necessary to integrate the iProov Products with the Client Product to create the Integrated Service, and (b) to establish Accounts. For the avoidance of doubt, Client shall only use those SDKs and APIs prescribed by iProov in connection with the Integrated Service and in accordance with any instructions from iProov.

4.2 Development of an Integrated Service. Client shall ensure that the user experience, screen layout and design of the iProov Products as deployed in the Integrated Service are not modified, other than as permitted by proper use of the relevant Development Tools, without iProov's prior written agreement.

4.3 Testing the Integrated Service. Client shall, and shall ensure that its Third Party Customers, use any Trial Service Providers exclusively for Transactions conducted for development, testing and internal demonstration purposes only (and not for production or commercial use, whether by itself or its Third Party Customers).

4.4 Provisioning Information. In connection with the provisioning of a Trial Service Provider or Production Service Provider Client shall provide such information as is requested (including in respect of relevant Third Party Customers) fully and accurately.

4.5 Credentials. Credentials will be issued for each Trial Service Provider and Production Service Provider, which Credentials may facilitate access different APIs. Client shall, and shall procure that any Third Party Customers, treat Credentials as secret and confidential. Client shall ensure that each Transaction is submitted to the appropriate API.

4.6 Contracted Throughput. Contracted Throughput applies to the aggregated Throughput of all Production Service Providers and Trial Service Providers in each Hosting Region, save as otherwise expressly stated in an Order Form. iProov has the right, but not the obligation, to reject Transactions that exceed Contracted Throughput. Where Contracted Throughput is stated to be "reserved", if then-current transaction loads affecting the relevant iProov systems and the capacities of those systems allow it, iProov may facilitate some or all Transactions that exceed reserved Contracted Throughput; for the avoidance of doubt, iProov does not undertake that it will facilitate any particular excess Transactions and has sole discretion to determine whether to do so.

4.7 iProov Products Use. During the Term, and conditional upon the Client's compliance with this Agreement, iProov hereby grants to Client a limited, non-exclusive right, within the Territory, for itself and any relevant Third Party Customer, to access and use the iProov Products as integrated with the Integrated Service in accordance with Schedule 1 (Specification of Services), the Documentation, and any other instructions provided by iProov, solely using Credentials issued from time-to-time.

4.8 Updates and Changes. Client shall implement, and ensure the implementation of, any updates to the Development Tools, including by Third Party Customers and End Users, within twelve (12) months, or (where iProov deems the update to be critical) within two (2) months, of iProov providing the update or making it available.. Client acknowledges that iProov may modify or deprecate the iProov Products (including the features and functionality thereof) or cease to support specific versions of operating systems or other third party technology at any time and at iProov's sole discretion, provided that such changes do not materially decrease the overall functionality of the iProov Products.

4.9 Exploitation of the Integrated Service. iProov grants to Client a limited, non-exclusive, non-transferable right, within the Territory, for itself and any relevant Third Party Customer, to access and use, the Account allocated to the Client or that relevant Third Party Customer for the purpose of accessing the facilities and functions of the iProov Products for that Client Offering or Third Party Customer Offering. The Parties acknowledge and agree that this Agreement does not permit the licensing by Client to Third Party Customers nor the use by End Users of the iProov Products other than in the context of (a) a Client Offering or a Third Party Customer Offering, that is (b) to be used wholly or principally in the Territory. Client shall not market or license the iProov Products or any element of it except as part of an Integrated Service that is targeted solely at the Territory. For the avoidance of doubt, the Territory may only be extended or amended by agreement in writing between the Parties.

4.10 Client Data. Client grants iProov a world-wide, non-exclusive, royalty-free licence during the Term to use, reproduce, electronically distribute, and display the Client Data solely to provide the Services.

Notwithstanding anything to the contrary in this Agreement, subject to applicable laws and, to the extent that Client Data includes Personal Data, the provisions of Clause 8 below and the Data Processing Agreement, during the Term, iProov may also use Client Data for internal business purposes in connection with development, diagnostic, and corrective purposes.

4.11 Misuse. Client will not and will not permit any third party, including any Third Party Customer or any End User, to misuse iProov Products or Documentation, including by doing or attempting to do any of the following:

(i) copy, modify, duplicate, create derivative works from, frame, mirror, republish or display all or any part of the iProov Products or Documentation in any form or media or by any means other than as expressly authorised under Clauses 4.1, 4.7 or 4.9 above;

(ii) gain, or assist any third party in gaining, unauthorised access to, or use of, the iProov Technologies or the iProov Products or any element thereof, or the Documentation, or circumvent or otherwise interfere with any authentication or security measures of the iProov Technologies or the iProov Products;

(iii) interfere with or disrupt the integrity or performance of the iProov Technologies or the iProov Products;

(iv) transmit materials containing software viruses or other harmful or deleterious computer code, files, scripts, agents or program through the iProov Technologies or the iProov Products;

(v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the iProov Technologies or the iProov Products (except with respect to Development Tools provided in source code form or to the extent that applicable law expressly prohibits such a reverse engineering restriction);

(vi) license, sell, provide, lease, lend, use for timesharing or service bureau purposes, transfer, assign, distribute, disclose or otherwise commercially exploit the iProov Products or the Documentation other than to the extent expressly authorised under Clause 4.1, 4.7 or 4.9 above or otherwise permitted under this Agreement;

(vii) perform benchmark or penetration tests on, or test the biometric performance of, the iProov Technologies or the iProov Products without the prior written consent of iProov; any results of such permitted benchmark testing shall be deemed iProov Confidential Information);

(viii) introduce into or distribute through the Services any imagery or other content that: (a) does not meet iProov's stated guidelines or requirements; (b) is sexually explicit or indecent; (c) is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or (d) may infringe iProov's intellectual property rights, or be capable of causing damage or injury to any person or property; or

(ix) use, evaluate or view the iProov Technologies, the iProov Products or the Documentation for the purpose of designing, modifying or otherwise creating any environment, program or infrastructure (or any portion thereof), which performs functions similar to the functions performed by any of the iProov Technologies or the iProov Products or competes with the iProov Technologies, the iProov Products or the Documentation.

4.12 Restriction on Marketing, Promotion and Provision of iProov Products to Government. Unless iProov agrees otherwise in writing with the Client, iProov permits only its iProov Products that are Government Qualified/Standard/Level to be used by government entities. Therefore, Client shall not market or provide, or allow any other person (including any Third Party Customer) to market or provide, an iProov Product (whether as

part of an Integrated Service or otherwise), to or for the benefit of any Government or Governmental Entity unless it is specified by iProov as Government Qualified/Standard/Level.. Client shall ensure that all Third Party Customer Agreements and their enforcement effectively prevent Third Party Customers from conducting any such marketing or provision.

4.13 Intellectual Property Rights of iProov. iProov (and its licensors, where applicable) shall own (i) the Services (including, for the avoidance of doubt, the iProov Products as interfaced with or integrated into any Integrated Service) and the iProov Technologies, together with all improvements, enhancements or modifications made thereto, (ii) any and all work product or other materials, including software, inventions or other technology developed in connection with the Support Services; and (iii) all Intellectual Property rights related to any of the foregoing. Except as expressly stated in this Agreement, iProov does not convey to Client any rights to or related to the Services, the iProov Technologies, or the Documentation, or any Intellectual Property rights therein or related thereto.

4.14 Third Party Software. Client acknowledges that the iProov Products may include third party software, including open source software. Notwithstanding anything to the contrary in this Agreement, the terms of the applicable open source licence, and not the terms of this Agreement, apply with respect to Client's use of such open source software. iProov warrants that the iProov Products do not contain any code subject to a licence that requires as a condition of use, modification, and/or distribution of such code that the software incorporated into, derived from or distributed with such code be (i) disclosed or distributed in source code form; (ii) licensed at no charge for the purpose of making derivative works; or (iii) redistributable at no charge.

5. CLIENT RESPONSIBILITIES

5.1 Security obligations. Client shall use the iProov Products only in accordance with the Documentation. Client shall be responsible for obtaining and maintaining any technology (including equipment, software and ancillary services) used to connect to, access or otherwise use the iProov Products. Client shall be responsible for ensuring the confidentiality and security of its and its End Users' login credentials, passwords and security of any technology that connects to the iProov Products. Client will also be responsible for establishing password protection, access controls or other procedures to verify that only designated personnel have access to any iProov Products. Client shall be liable for the acts or omissions of its End Users, including Third Party Customers (as applicable) and their respective End Users. Client agrees to notify iProov upon learning of any unauthorised use of the iProov Products or any other breach of security relating to this Agreement or the Services.

5.2 Integration specifications. Client shall ensure that its network and systems comply with the relevant integration specifications provided by iProov at <https://secure.iproov.me/docs.html> and <https://github.com/iProov> as modified and updated by iProov from time to time, and Client acknowledges that failure to so comply may result in the iProov Products failing to operate in accordance with this Agreement or the Service Levels. iProov shall not be liable for any failures resulting from Client's noncompliance with these obligations. iProov will provide Client with three (3) months' notice of any change of such an integration specification, the notice to be sent to the Client email address specified in the Order Form.

6. TERM AND TERMINATION

6.1 Term. This Agreement begins on the Effective Date and shall continue for the Initial Term, and shall renew automatically for successive periods of twelve (12) months or such other period as is specified in the Order Form (each a "Renewal Term"), unless either Party gives written notice to the other Party of termination at least ninety (90) days before the end of the Initial Term or any Renewal Term, in which case the Agreement shall terminate upon the expiry of the Initial Term or the Renewal Term, as the case may be.

6.2 Termination. In addition to any other remedies it may have, either Party may terminate this Agreement or any applicable Order Form with immediate effect upon written notice if (i) the other Party materially breaches any of the terms or conditions of this Agreement or applicable Order Form, and fails to cure such breach within thirty (30) days of written notice specifying the breach, or (ii) if the other Party files a petition in bankruptcy, is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, discontinues or dissolves its business, if a receiver is appointed for such Party and such receiver is not discharged within thirty (30) days, or if any other act of insolvency is applies to or is performed by that Party.

6.3 Effect of termination. On termination or expiration of this Agreement for any reason:

(i) The ability of the parties to enter into any new Order Forms shall also terminate or expire;

(ii) If as of the date of termination or non-renewal notice of the Agreement there are any unused Bundle(s) or unexpired Service Package periods pre-paid by the Client under an Order Form ("Surviving Order Form Services"), and unless the notice also expressly applies with respect to the Surviving Order Form Services or the notice is given by iProov under Clause 6.2 above, then the Surviving Order Form Services will remain in effect and the terms and conditions of this Agreement shall govern in respect of those Surviving Order Form Services until the end of the term of the relevant Order Form; where notice of termination of this Agreement is given by iProov under Clause 6.2 above, no Surviving Order Form Services shall apply unless otherwise agreed in writing between the Parties

(iii) except as provided in relation to Surviving Order Form Services under Clause 6.3(ii) above, Client shall ensure that each Third Party Customer and End User ceases all use of and access to the iProov Products (including as part of any Integrated Service) and any Accounts, save as otherwise agreed in writing by iProov;

(iv) except as provided in relation to Surviving Order Form Services under Clause 6.3(ii) above, each Party shall return and make no further use of any equipment, property, Documentation or other items (or any copies of them) belonging to the other Party;

(v) except as provided in relation to Surviving Order Form Services under Clause 6.3(ii) above, any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced, and Client acknowledges that iProov shall be entitled to take action in order to effect any of the above, including by way of disabling Accounts, preventing Transactions and otherwise preventing the effective use of the iProov Products;

(vi) save as otherwise provided in this Agreement, any Fees paid by Client to iProov will remain non-refundable in all circumstances;

(vii) except as provided in relation to Surviving Order Form Services under Clause 7.3(ii) above, Client shall remove all references to iProov and the iProov Products from its websites and other media;

(viii) Client shall disaggregate and remove the iProov Products from the Integrated Service and cease to provide or make the iProov Products available in the Integrated Service, save as provided in relation to Surviving Order Form Services under Clause 7.3(ii) above, and ensure that the Integrated Service ceases to be presented or marketed as including the iProov Products; and

(ix) except as provided in relation to Surviving Order Form Services under Clause 7.3(ii) above, Client shall promptly (a) if requested by iProov to do so, return to iProov all documents and materials (and any copies) containing Confidential Information of iProov; (b) irreversibly erase all Confidential Information of iProov from

all computer systems accessible to Client; and (c) on request, certify in writing to iProov that it has complied with the requirements of this Clause (ix).

6.4 Survival. All Clauses of this Agreement which by their nature should survive termination will survive termination, including, without limitation, with respect to accrued rights to payment, auditing, confidentiality obligations, warranty disclaimers and limitations of liability, without limitation to which the following Clauses of this Agreement shall survive termination or expiration of this Agreement: 4.13 (Intellectual Property Rights of iProov), 6.3 (Effect of termination), 8 (Data Protection), 9.1 – 9.6 (Confidentiality and Publicity), and 10 – 13 (inclusive).

7. PAYMENT AND FEES

7.1 Fees. Client shall pay iProov the Fees for the Services as set forth in this Clause 7 and the provisions of the applicable Order Form and Schedule 4 (Billing Protocols).

7.2 iProov bank account. Client shall make payment by inter-bank transfer to the bank account stipulated in the Order Form.

7.3 Change in Fees. iProov reserves the right to change the Fees or other applicable charges:

(i) on an annual basis with effect from each anniversary of the Effective Date, in line with the annual increase (if any) in the Retail Prices Index All Items for the then most recent twelve- (12) month period made available by the United Kingdom's Office of National Statistics (or any replacement of or successor to that Index); and

(ii) at the end of the Initial Term, or the then-current Renewal Term, for any reason and in its sole discretion, upon one hundred and twenty (120) days' prior written notice to Client.

7.4 Payment. iProov will bill all Fees and any applicable taxes through an invoice in accordance with this Clause 7, and the provisions of the applicable Order Form and this Agreement (including Schedule 4 (Billing Protocols)). Full payment for invoices must be received by iProov thirty (30) days after the date of the invoice. Unpaid Fees and applicable taxes will bear interest at the Bank of England Base Rate plus two per cent (2%), plus all applicable collection expenses, as well after as before judgment.

7.5 Suspension Rights. Without prejudice to any other rights or remedies it may have, if Client (a) does not pay amounts due hereunder within seven (7) days of notice of non-payment, or (b) breaches any other of its obligations under this Agreement, iProov shall be entitled to suspend the provision of any of the Services and disable any and all Accounts, and otherwise prevent the effective use of the iProov Products including as an element of the Integrated Service and by preventing Transactions until payment in full of the overdue sum.

7.6 Disputes. Client must notify iProov no later than thirty (30) days from the applicable invoice date of any dispute concerning the amount invoiced. Upon receipt of such a notice, iProov will investigate and make any proper adjustment or credit, as appropriate. If Client does not dispute billed amounts within such thirty (30) day period then it waives its right to dispute the invoice. Invoice disputes should be directed to iProov's invoicing department, as specified in the Order Form or to accounts@iproov.com.

7.7 Taxes. Fees stated in this Agreement are exclusive of value added tax and any other applicable tax on sales or supply, which may be added to sums invoiced by iProov at the appropriate rate. All taxes, duties and imposts which arise in connection with Services or Fees (other than taxes on iProov's net income) shall be paid by the Client. If any deduction or withholding for or on account of tax is required by law to be made by the Client from any payment due under or in connection with this Agreement, the Client shall increase the amount of payment in question to iProov to an amount which, after making the deduction or withholding for or on account of tax, ensures that the net amount received by iProov is

equal to the amount which iProov would have received had the payment in question not been subject to any deductions or withholdings.

8. DATA PROTECTION

8.1 DPA. iProov and Client shall each comply with their respective obligations set forth in the Data Processing Agreement in Schedule 6 (Data Processing Agreement).

8.2 Client obligations. Client shall ensure that (a) the use of iProov Products pursuant to this Agreement (including by Client, Third Party Customers and End Users) is consistent with all applicable laws and regulations (including applicable Data Protection Laws), (b) all consents and permissions necessary to enable iProov to lawfully process information supplied by an End User or Third Party Customer in connection with a Transaction (including any Personal Data, images and metadata) are obtained and maintained, (c) requirements for notifications to and agreements with End Users set out in Schedule 6 (Data Processing Agreement) are complied with, and (d) it and each Third Party Customer complies with all laws and regulations which relate to the purchase or use of iProov Products by or the provision of iProov Products to actual or potential End Users.

8.3 iProov obligations. On condition that the Client meets its obligations under Clause 8.2, iProov will process Transactions in accordance with applicable Data Protection Laws.

8.4 Standing Instruction. iProov retains Personal Data and conducts Processing as follows (the "**Standing Instruction**"): (a) for the relevant enrolment and/or verification, including for any ongoing verification, (each an "authentication"); (b) for up to thirty (30) days following each authentication for detection and prevention of fraud and bias has been manifested (with pseudonymous identifiers in place); and (c) for up to twelve months following each authentication in respect of imagery that iProov concludes to be deceptive and that is not of a real, live natural person (such as imagery of masks, puppets or manipulated photos or videos), and in respect of device sensor data and metadata, in order to protect and train iProov services (with pseudonymous identifiers deleted). iProov uses pseudonymization and anonymization techniques intended to minimise the Personal Data that is Processed. Anonymous data that comprises no Personal Data may continue to be used by iProov for fraud and bias prevention without limit as to time.

9. CONFIDENTIALITY AND PUBLICITY

9.1 Standard of Care. Each Party (the "**Recipient**") shall only use Confidential Information of the Disclosing Party as necessary to perform its obligations or exercise rights under this Agreement. The Recipient shall protect all Confidential Information of the Disclosing Party with the same degree of care as it uses to avoid unauthorised use, disclosure, publication or dissemination of its own confidential information of a similar nature, but no less than a reasonable degree of care.

9.2 Restricted Disclosure. Except as otherwise permitted under this Agreement, the Recipient shall not disclose Confidential Information of the Disclosing Party to any third party and will disclose the Disclosing Party's Confidential Information only to employees and authorised subcontractors; provided, that each such recipient is bound by confidentiality obligations consistent with those contained in this Agreement.

9.3 Confidential Information Exclusions. The Parties agree that the Recipient's obligations in respect of Confidential Information pursuant to Clause 9.2 shall not apply with respect to any information that the Recipient can show (a) is or becomes generally available to the public (other than as a result of a breach of this Agreement or any other duty of confidence); (b) was in the Recipient's possession or known by the Recipient without any obligation of confidentiality prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it by a third party without any obligation of confidentiality; (d) was independently developed without use of or access to any Confidential Information of the Disclosing Party; or (e) is required to be disclosed under an enforceable order of a court or other authority (provided that, except as otherwise prohibited by

applicable laws or under the terms of such order, the Recipient provides reasonable prior written notice of the disclosure to the Disclosing Party, and such opportunity as is feasible to oppose and/or narrow it or its ambit).

9.4 Remedies. Each Party acknowledges that any breach or threatened breach of Clauses 9.1 and 9.2 may cause irreparable injury to the Disclosing Party and that, in addition to any other rights and remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Disclosing Party without the necessity of proving actual damages or posting any bond.

9.5 Existence of Agreement. Notwithstanding anything to the contrary in this Agreement, both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure of the terms and conditions is approved in writing by both Parties prior to such disclosure or is included in a filing required to be made by a Party with a regulatory authority (provided such Party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis.

9.6 Marketing. The Parties shall provide reasonable cooperation to each other on joint press release(s) concerning this Agreement and case studies pertaining to the iProov Technologies and/or Integrated Service. A Party may not use the name or trade marks of the other Party in any publicity, advertising, or marketing without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

10. MUTUAL INDEMNIFICATION

10.1 By iProov. iProov agrees to (a) defend Client against any Claim (i) that the iProov Products infringe any patent or copyright or misappropriates any trade secret of such third party, or (ii) based on an allegation that iProov has not complied with the Standing Instruction; and (b) indemnify Client for associated Losses arising out of such Claim.

10.2 Notwithstanding anything to the contrary herein, iProov shall have no liability or obligation to Client pursuant to this Clause 10.1 or otherwise with respect to (a) any materials not created by iProov; or (b) Claims based on portions or components of the iProov Products (i) resulting from Client specifications or configurations, (ii) that are modified by any person or entity other than iProov, (iii) combined with other software, services, products, processes or materials where the alleged infringement arises from such combination, (iv) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (v) where Client's use is not strictly in accordance with this Agreement or any Documentation and such non-compliance is the cause of the alleged infringement.

10.3 By Client. Client agrees to (a) defend iProov against any Claim arising out of or relating to (i) Client's breach of Clause 8.2, or (ii) any infringement by an Integrated Service (excluding the iProov Products) of any Intellectual Property or other rights of a third party; and (b) indemnify iProov for Losses directly or indirectly resulting from any such Claim.

10.4 Indemnification Procedure. The obligations set forth in this Clause are conditioned upon the following: (a) the Party seeking indemnification ("Indemnitee") must notify the indemnifying Party ("Indemnitor") in writing, promptly after receipt of notice of any Claim; (b) Indemnitor shall have sole control and authority with respect to the defense, litigation, compromise or settlement of such Claim (except to the extent that any settlement involves material commitments, responsibilities, or obligations on the part of Indemnitee in which case such settlement shall require the prior written consent of Indemnitee, which consent shall not be unreasonably delayed, conditioned, or withheld); and (c) Indemnitee shall provide reasonable information, cooperation and assistance as required by Indemnitor (at Indemnitor's expense). Indemnitee reserves the right to participate at its own cost in any proceedings with counsel of its own choosing, provided, however, that Indemnitee shall at all times be

subject to Indemnitor's sole control and authority with respect to defending, litigating or settling the Claim.

11. LIMITATION OF LIABILITY

11.1 Excluded Liabilities. In no event will either Party be liable to the other Party or any other person for any

- (a) loss of revenue, loss of profits, lost business or lost sales; or
- (b) indirect, special or consequential losses,

arising out of or in connection with this Agreement (including the performance or contemplated performance of this Agreement), whether based in contract, tort (including negligence), strict liability, or otherwise, even if a Party has been advised of the possibility of such a loss.

11.2 Unlimited Liabilities. Nothing in this Agreement excludes or limits the liability of either party: (a) under its respective indemnification obligations in Clause 10 (mutual indemnification), (b) for breach of its confidentiality obligations under Clauses 9.1, 9.2 and 9.5, or (c) for infringement of the other party's rights in Intellectual Property.

11.3 Liability Cap. Subject to and without limiting Clauses 11.1 and 11.2, neither Party's total liability under this Agreement, whether based in contract, tort (including negligence or strict liability), or otherwise, will exceed, in any Year, the greater of (a) £10,000, or (b) the total amount of Fees paid to iProov by Client for the Services during that Year, except that the foregoing limitations shall not apply to either Party's liability to pay any Fees due under this Agreement.

11.4 Cap on iProov's Data Protection Liability. Subject to and without limiting Clause 11.1, iProov's liability to Client under this Agreement for breaches of Clause 8.1, Schedule 6 (Data Processing Agreement) or applicable Data Protection Laws shall be limited to £2,000,000 (two million pounds sterling) in the aggregate.

11.5 Disclaimer of warranties. Except as expressly set forth in this Agreement, the Services are provided "as is" and iProov disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement. All disclaimers of any kind (including in this Clause and elsewhere in this Agreement) are made on behalf of iProov and its affiliates and their respective shareholders, directors, officers, employees, agents, representatives, and service providers. iProov does not warrant that the Services will be error-free, nor does it make any warranty as to the results that may be obtained from use of the Services by Client, its End Users, any Third Party Customer, or their End Users. iProov is not responsible for any delays, delivery failures, or other loss or damage resulting from the transfer of data over communications networks or facilities, except to the extent any such losses are caused by or result from iProov's intentional misconduct.

12. SANCTIONS

12.1 The Services are subject to the export control and sanctions laws and regulations of the United Nations, United States and United Kingdom. Client shall comply with all applicable export control and sanctions laws in respect of the Services, and represents and warrants that that it (i) is not identified on, or 50% or more owned, individually or in the aggregate, or otherwise controlled by, or acting on behalf of any person identified on, any U.S., UK, or other applicable prohibited party list; (ii) is not located or resident in a country or territory that is or becomes subject to an embargo by the United States, United Kingdom, or other applicable jurisdictions; (iii) will not import, export, re-export, transfer or otherwise use the Services in violation of applicable export control and sanctions laws and regulations, or use the Services for military end uses, or for the design, development, manufacture, or production of nuclear, missile, or chemical or biological weapons.

13. MISCELLANEOUS

13.1 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given: (a) upon delivery, if personally

delivered; (b) upon the day of dispatch to the correct email address (provided a notice of delivery failure is not received by the sender), if transmitted by email; or (c) upon delivery, if sent by registered post or by courier. Addresses for notices shall be as specified in the relevant Order Form. A Party that receives a notice of delivery failure under sub-Clause (b) shall retain that notice and make it available to the other Party upon request.

13.2 Governing Law and Jurisdiction. This Agreement shall be governed by English Law. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

13.3 Dispute Escalation. Prior to initiating any proceedings in any court (other than proceedings that relate to an alleged infringement of the relevant Party's Intellectual Property rights or a claim for indemnification under any provision of this Agreement or a claim for Fees), the Parties agree to use commercially reasonable endeavours to escalate the relevant dispute within their organisations with the objective of settling the dispute.

13.4 Status of the Parties. No agency, partnership, joint venture or employment is created as a result of this Agreement, and no one Party is authorised to act on behalf of the other Party or bind the other Party in any respect whatsoever. iProov and Client agree they are acting as independent contractors and under no circumstances will any of the employees of one Party be deemed the employee of the other for any purpose.

13.5 Entire Agreement. Both Parties agree that this Agreement, together with the Exhibits and applicable Order Forms, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein.

13.6 Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

13.7 Waiver: Variation. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Any amendments to the Agreement shall be effective only if made in writing and mutually agreed upon by the Parties.

13.8 Headings. Clause headings are for convenience and are not to be considered a substantive part of this agreement.

13.9 Assignment. Client may not assign this Agreement or any of its rights or obligations hereunder without iProov's prior written consent.

13.10 Force Majeure. Neither Party shall be liable for delays in, or failure to deliver due to acts of God, acts of the other Party, acts of civil or military authority, acts of public enemy, fires, strikes, labour disputes, flood, epidemics, war, riots, civil disturbances, insurrections, accidents, explosions, earthquakes, the elements, or any other causes beyond their reasonable control, provided that such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds plans, or other means (including with respect to iProov by iProov meeting its obligations for performing disaster recovery services as described in this Agreement). In the event of a force majeure event, the non-performing Party will be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay.

13.11 Non-Solicitation. Client shall not attempt to solicit the employment of iProov's staff engaged in the performance of its obligations under this Agreement for the duration of the Agreement and for a period of six (6) months after its expiry or termination. Any employment exclusively resulting from an unsolicited response by iProov's employee to a public- or industry-focused advertisement by Client shall not be regarded as solicitation for the purpose of this Clause.

13.12 Legal Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees in accordance with applicable laws.

The Client acknowledges that the Schedules have been provided to it attached to an email sent by [] of iProov [email:] to [NAME] of the Client [email: EMAIL ADDRESS] on [] at [].

SCHEDULE 1

Specification of Services

SCHEDULE 2

Support Commitments

SCHEDULE 3

Service Credit and Performance Appendix

SCHEDULE 4

Billing Protocols

SCHEDULE 5

Throughput Protocols

SCHEDULE 6

Data Processing Agreement

AGREED by the Parties:

Signed by Andrew Bud for and on behalf of iProov Limited[Signature] Chief Executive Officer and Managing Director [Date]
--	--

Signed by [INSERT NAME] for and on behalf of [][Signature] [INSERT TITLE OF SIGNATORY] [Date]
---	---

