

## Schedule 4 Billing Protocols

### Introduction

This document specifies how certain Fees are calculated and incurred.

It is to be read in the context of the relevant Order Form, which uses terms that are defined and explained in this Schedule.

1. iProov shall be entitled to issue invoices for Fees:
  - a. at or after the time when a commitment is made by Client, such as in an Order Form, to purchase iProov Products in advance; and
  - b. at or around the end of each calendar month for iProov Products not covered by a purchase in advance.

If the total amount to be invoiced under paragraph 1b. is below a monetary threshold set by iProov from time to time (which shall be US\$500 unless otherwise communicated to Client in writing), iProov may at its discretion defer the invoicing of such sum and instead carry the due sum forward for invoicing at a future date.

2. In this Schedule:
  - a. an “**Express Transaction**” is a Transaction for which the Liveness or Express Flag is set in the relevant API call;
  - b. a “**Dynamic Transaction**” is any other Transaction, being one for the Genuine Presence or Dynamic Flag is set or no Flag is set;
  - c. a “**Session**” is any of (i) a Dynamic Enrolment or an Express Enrolment (each being an “**Enrolment Session**”) or (ii) a Dynamic Verification or an Express Verification (each being a “**Verification Session**”);
  - d. an End User is represented by a user\_id;
  - e. a “**Flag**” is an option for a Transaction that is capable of being selected by the Client through the appropriate API;
  - f. “**Dynamic**” refer to one of the iProov Technologies as further described in Schedule 1 (Specification of Services);
  - g. “**Express**” refers to one of the iProov Technologies as further described in Schedule 1 (Specification of Services);
  - h. “**Selfie**” means photographic image(s) self-taken by an End User submitted through an iProov Product; and
  - i. a “**user\_id**” is a pseudonymous identifier attributed by iProov to an End User of an iProov Product that correlates to an identifier attributed by the Client.
3. Usage Fees are due either in advance as Bundles or in arrears as Overage, and:
  - a. a “**Bundle**” is an amount of Fee Events ordered and irrevocably committed to

by the Client;

- b. **"Fee Events"** are Sessions, Capacity Use or User Events;
- c. **"Overage"** is an amount of Usage Fees for Fee Events that are not covered by a Bundle; and
- d. Bundles of Sessions (each a **"Session Bundle"**), Bundles of Capacity Uses (each a **"Capacity Bundle"**) and Bundles of Per-User Fees (each a **"User Event Bundle"**) may be purchased at any time.

## Part 1 - Usage Fees

- 4. **"Usage Fees"** are charged for use of or access to iProov Products. There are three types of Usage Fee:
  - a. **"Session Fees"** which are charged per Session;
  - b. **"Capacity Fees"** which are charged per Capacity Use; and
  - c. **"Per-User Fees"**, which are charged per User Event,when the relevant Transaction occurs.
- 5. All Bundles are credited either on the day after payment for the Bundle is received by iProov, or from such other date and on such terms as are specified in the Order Form, which shall take precedence. The validity of a Bundle expires at the end of the period of twelve months commencing with 00.00.00 UTC on the date when the Bundle is credited, unless another period is specified in the relevant Order Form. At the end of a Bundle's validity, any unused User Events and Usage Fees will expire.
- 6. Bundles may be denominated in the number of Sessions, Capacity Uses or User Events included, or they may be denominated in an amount of Usage Fees attributed to Sessions, Capacity Use or User Events. The value of the Bundle and its denomination and any additional rules as to its use or application will be specified in the relevant Order Form.
- 7. Bundles may be allocated to be expended as specified in the relevant Order Form. If no such allocation is made, the Bundle may be expended across all Production Service Providers and Trial Service Providers to which the Order Form applies.
- 8. Bundles may be active concurrently for the relevant Fee Events, and:
  - a. Session Overage: Overage will only be incurred for Sessions that exceed those consumed by the relevant Session Bundles; and
  - b. Capacity Use Overage: Overage will only be incurred for Capacity Use that exceeds that consumed by the relevant Capacity Bundles; and
  - c. User Event Overage: Overage will only be incurred for User Events that exceed those consumed by the relevant User Event Bundles.

Overage will be billed in the month following the month in which the relevant Fee Events occur.

- 9. The consumption of Bundles and of Overage will be calculated according to iProov's records of Fee Events at 23:59:59 UTC on the last day of each calendar month.

## Part 2 - Service Fees

10. **“Service Fees”** are charged in consideration of the provision of Support Services under Schedule 2 (Support Commitments), irrespective of their use by Client.
11. Service Fees are charged in accordance with the Service Package purchased and as specified in the relevant Order Form.
12. Service Fees are charged from the Commencement Date specified in the Agreement and each anniversary of the Commencement Date.

## Part 3 – Enrolment

13. An **“Enrolment”** takes place when a Transaction occurs whereby an End User that has not Passed submits a Selfie to the iProov Product (and **“Enrolled”** is interpreted accordingly). There are two types of Enrolment:
  - a. a **“Dynamic Enrolment”** is an Enrolment for which (i) the Genuine Presence or Dynamic Flag is set, or (ii) no Flag is set, in the relevant API call; and
  - b. an **“Express Enrolment”** is an Enrolment for which the Liveness or Express Flag is set in the relevant API call.
14. A **“Pass”** is where an End User’s submitted Enrolment is indicated by the iProov Technology to be successful, and **“Passed”/“Passes”** are to be interpreted accordingly, and:
  - a. an End User that Passes a Dynamic Selfie has a **“Dynamic Pass”**;
  - b. an End User that Passes an Express Selfie, but does not have a Dynamic Pass, has an **“Express Pass”**;
  - c. if an End User has not had a Dynamic Pass, each Session will be charged as a Dynamic Enrolment; and
  - d. if an End User has not had a Dynamic Pass or an Express Pass, each Session for which the Liveness or Express Flag is set in the relevant API call will be charged as an Express Enrolment.
15. For charging purposes, the following will be specified in the applicable Order Form:
  - a. In the case of a Dynamic Enrolment:

Either:

    - i. Transactions for the same End User as that Dynamic Enrolment are considered part of the same Enrolment Session until the first to complete of:
      1. 24 hours from the first Transaction, or
      2. three (3) Transactions, or
      3. Dynamic Pass.

OR

    - ii. one (1) Dynamic Transaction for the same End User is considered part of the same Enrolment Session; and
  - b. In the case of an Express Enrolment:

Either:

    - i. one (1) Express Transaction for the same End User is considered part

of the same Enrolment Session.

OR

- ii. Transactions submitted for the same End User as that Express Enrolment are considered part of the same Enrolment Session until the first to complete of
  1. 24 hours from the first Transaction, or
  2. three (3) Transactions, or
  3. an Express Pass.

## Part 4 – Verification

16. A “**Verification**” takes place when a Transaction occurs whereby an End User that has Passed submits a Selfie . There are two types of Verification:
  - a. a “**Dynamic Verification**” is a Verification for which the Genuine Presence or Dynamic Flag or no Flag is set in the relevant API call; and
  - b. an “**Express Verification**” is a Verification for which the Liveness or Express Flag is set in the relevant API call.
17. An End User that is to qualify for an authentication iProov Product (such as Verifier) must execute Enrolment with the Authentication Flag applied. An End User that Passes and that is to qualify for an authentication iProov Product must execute a Verification through the Verify API during the retention period for the Pass’s imagery (as provided in the Retention Schedule under Schedule 7 (Data Processing Agreement)).For charging purposes:
  - a. an End User that has an Express Pass may subsequently execute chargeable Express Verifications;
  - b. an End User with a Dynamic Pass may subsequently execute chargeable Dynamic Verifications and Express Verifications; and
  - c. where an End User has an Express Pass and thereafter has a Dynamic Pass, subsequent Verifications for that End User may be executed as chargeable Dynamic Verifications or Express Verifications.

## Part 5 - Per-User Fees for Verification

18. Enrolled Users (defined below) may execute certain Verifications charged as Capacity Fees and Per-User Fees instead of as Session Fees.
19. An “**Enrolled User**” is any one of the following types of End User:
  - a. A **Basic User** (set by Flag in a Transaction) being an End User for which:
    - i. an Express Pass has occurred: subsequent Express Verifications are charged as Express Capacity Use; or
    - ii. a Dynamic Pass has occurred: subsequent Dynamic Verifications are charged as Dynamic Verification Sessions and Express Verifications are charged as Express Capacity Use.
  - b. A **Flexible User** (set by Flag in a Transaction) being an End User for which:
    - i. an Express Pass has occurred: subsequent Express Verifications will

- ii. be charged as Express Capacity Use; or  
a Dynamic Pass has occurred: subsequent Dynamic Verifications and Express Verifications are charged as Dynamic Capacity Use and Express Capacity Use respectively.

The End User becomes an Enrolled User when the relevant Express Pass or Dynamic Pass (specified above) is executed.

20. **“Per-User Fees”** are Fees charged in respect of a single Enrolled User for a period of twelve (12) months (a **“User Year”**):
  - a. the first of which starts at 00:00:00 UTC on the first day of the month in which the Enrolled User Passed (the **“Activation Date”**) or (if different) on the relevant date specified on the Order Form; and
  - b. which renews on each anniversary of the Activation Date (the **“Renewal Date”**).
21. If so specified in the Order Form, a User Year will apply if the Enrolled User executes a Verification, in which case the User Year will begin either (a) on the date when the Enrolled User first executes such a Verification (a **“Verification Activate Date”**), or (b) on the date when that End User became an Enrolled User. In order for Verification Activate Date to apply, Verification must be executed no later than the end of the retention period for the End User’s Enrolment imagery specified in the Retention Schedule (as specified in Schedule 7 (Data Processing Agreement)). If Verification does not occur by the end of that period, the End User will be required to execute an Enrolment. Unless Verification Activate Date is specified in the Order Form, an User Year begins when the End User becomes an Enrolled User.
22. For example (unless another Activation Date is specified in the Order Form), if the Activation Date for an Enrolled User occurs on Jan 31, 2023, the first Renewal Date for that Enrolled User is 00:00:00 UTC on Jan 1, 2024.
23. A Basic User may be upgraded to a Flexible User (by an appropriate change to the Flag for the Enrolled User in a Transaction). In the event of an upgrade, the Renewal Date for the Enrolled User continues to be the anniversary of the original Activation Date. Any difference in fees payable will be prorated.
24. An Enrolled User may be deactivated at any time by a deactivation instruction made through the relevant API for the Enrolled User (as a result of which the Enrolled User is **“Deactivated”**). A deactivation instruction has no effect on the Renewal Date for the relevant Enrolled User.
25. A Deactivated Enrolled User may be reactivated at any time by a reactivation instruction made through the appropriate API identifying the Deactivated End User (**“Reactivation”**, as a result of which the End User is **“Reactivated”** as an Enrolled User). Reactivation must be effected no later than the end of the retention period for the End User’s Enrolment imagery specified in the Retention Schedule (as defined in Schedule 7 (Data Processing Agreement)). Reactivation has no effect on the Renewal Date for the End User (it continues to be the anniversary of the original Activation Date), unless otherwise specified in the Order Form..