

General Terms & Conditions GraydonCreditsafe

Chapter 1: General

Article 1: Definitions

In these General Terms & Conditions, the following terms shall have the stated definition, unless explicitly stated otherwise:

GraydonCreditsafe:

GraydonCreditsafe Belgium NV, registered in Antwerp (Berchem) with company number 0422.319.093. GraydonCreditsafe is specialised in the collection, processing and supplying of Information about companies and sells this information to its Clients.

Lump sum (Agreement):

Within the agreed period, the Client can request Information from different company numbers.

Information:

The information or intelligence provided to the Client by GraydonCreditsafe under an Agreement.

The Information GraydonCreditsafe supplies is primarily based on public, published data in, among others, the Belgian national gazette (Belgisch Staatsblad) and annexes, data derived from the annual account deposited with the National Bank of Belgium, the Kruispuntbank van Ondernemingen, etc. Via, among others, publicly available database(s), GraydonCreditsafe collects information which is supplemented with Information acquired as part of the Services of GraydonCreditsafe. This commercial and financial Information may encompass intelligence, insights, credit advice, economic evaluations, scores, payment experiences, and parameters. Information may also include insights pertaining to the future, derived from algorithms on data or Information from various data sources (content collected from social media, blogs, newspapers, users, etc.). The preceding list is indicative only. No rights can be derived from this.

Products / Services:

The Product or the Service provided to the Client by GraydonCreditsafe under an Agreement. This can include the following:

- Information about Belgian and/or international companies and/or
- company reports (containing information about, and assessments of, the creditworthiness of third parties via the internet) and/or
- Supply of marketing and prospect data via internet and/or
- Services which are supplied in collaboration with third parties (including the supply of Trace and ID solutions and solutions for the collection of debts) for which additional terms and conditions may apply.

Client(s):

The (legal) persons who may make use of the Products and/or Services of GraydonCreditsafe.

Confidential Information:

Information, in whatever form or format, of a confidential nature, supplied by one party to the other, which has been marked as confidential; or is marked as such at the time the Information is supplied; or of which it can be reasonably assumed and understood that it should be regarded as confidential, including but not limited to, Information concerning the company, the Clients, employees, suppliers, software, products, knowhow, processes and the commercial intentions of the supplying party.

Intellectual Property Rights:

Patents, rights over inventions, copyrights and associated rights, brands, company names and domain names, rights in connection with look-and-feel (get-up), goodwill and the right to make a claim for misuse of rights, rights over designs, database rights, rights to the use and for the protection of confidentiality thereof, Confidential Information (including knowhow) and all other intellectual property rights, registered or otherwise, including all applications and rights to apply and to obtain, extensions or renewals of and rights to claim priority on such rights, and all similar or equivalent rights or forms of protection that are now or will become available and in force in any part of the world.

General Terms & Conditions GraydonCreditsafe

Agreement:

The Agreement for the supply of specific Products and/or Services by GraydonCreditsafe as is apparent from the order confirmation.

Party (or Parties):

GraydonCreditsafe and/or Client.

Article 2: Agreement

1. These General Terms & Conditions apply to every offer, quotation, order confirmation and Agreement between GraydonCreditsafe and the Client on which GraydonCreditsafe has declared these General Terms & Conditions applicable, regardless of whether GraydonCreditsafe engages third parties for the performance thereof.
2. These General Terms & Conditions may be supplemented with additional terms & conditions concerning the specific Products and/or Services to be supplied by GraydonCreditsafe. In that event, such additional terms & conditions form an integral part of the General Terms & Conditions. In the event of a deviation and/or conflict between the contents or meaning of the General Terms & Conditions and the additional terms & conditions, the additional terms & conditions prevail.
3. Deviations from these General and/or additional Terms & Conditions, as well as purchasing or other terms & conditions of the Client, are only applicable if they have been recorded in writing and signed for agreement by both Parties.
4. If one or more of the provisions in these General Terms & Conditions are or should become void or voidable, the other provisions shall remain in full force. In such event, GraydonCreditsafe and the Client shall agree on new provisions to replace the void or voidable provisions, whereby the purpose and intention of the original provision shall be observed as closely as possible.

5. By accessing or using the Services and/or Products, the Client accepts the applicability of these General Terms & Conditions and the contents of the Agreement.

Article 3: Offers and Quotations

1. Except for clauses or documents explicitly stating otherwise, all offers, and intelligence provided by GraydonCreditsafe shall be non-binding and for indicative purposes only. Any order made shall only be binding on GraydonCreditsafe after receipt of the original signed order confirmation or Agreement.
2. GraydonCreditsafe reserves the right to refuse, suspend or terminate the Agreement.
3. All rates stated in the offer, quotation or in the Agreement are exclusive of VAT.
4. The set rates may be indexed annually, on 1 January, in accordance with the following formula: $\text{New price} = \text{Old price} * [0.2 + 0.8 (\text{new Agoria Index} / \text{base Agoria index})]$.

Old price: the fee that was being paid in the year preceding indexation;

New Agoria index: the Agoria index that applies for the month December preceding the date of indexation;

Base Agoria index: the Agoria index that applied in the month December preceding the previous date of indexation (and where it concerns the first indexation after 1 May 2023, the Agoria index that applies for the month April 2022);

The Agoria index: index reference wage cost Digital, as available on www.agoria.be.

5. In addition, GraydonCreditsafe reserves the right to adjust the price annually, allowing it to increase the price by a minimum of 3%.

Article 4: Performance of the Agreement

1. GraydonCreditsafe shall perform the agreement to the best of its insight and

General Terms & Conditions GraydonCreditsafe

ability and in accordance with all requirements that can be set for a reasonable and competent party. Furthermore, GraydonCreditsafe shall, with regard to the performance of the Agreement, act with the utmost discretion in every regard.

2. By signing the Agreement with GraydonCreditsafe, for the supply of (trade) Information, the Client is commissioning GraydonCreditsafe, as far as no clause or agreement states otherwise, to:
 - a) collect all available Information, which the Client can officially access
 - b) give an economic evaluation, conform the formula known to and/or designed by the Client, in order to be able to gain an insight into the economic solvency pertaining to the companies identified by the Client, with which he is doing business or intends to do business.
3. The Information supplied by GraydonCreditsafe can be used by the Client to acquire knowledge about a company but may not be used as the sole source to assess and determine the creditworthiness of that company. The Client shall always form its own opinion through its own interpretation and application of the received business information and will bear complete and sole responsibility for its recommendations, predictions, comments and/or actions resulting from this assessment.
4. The Client indemnifies GraydonCreditsafe from all liability with regard to content and the further application of the obtained Information and this from the moment that the Client receives the requested Information. Additions to and/or omissions from Information or parts thereof, different descriptions, etc. are after all not fully in the control of GraydonCreditsafe. The Client thus indemnifies GraydonCreditsafe from any claims from third parties and shall compensate any damage that GraydonCreditsafe might suffer from the same. Moreover, the Client voluntarily intervenes in the procedures that might be brought against GraydonCreditsafe and shall bear all costs resulting from the same.
5. GraydonCreditsafe is not liable for the damage the Client suffers directly or indirectly due to any temporary interruption of the communication system where it can be attributed to unforeseen circumstances, including but not limited to the disruption of telephone lines, a severe defect to the computers and other forms of force majeure or by application of hardship . GraydonCreditsafe shall nevertheless take all necessary measures to ensure the duration of any such disruption is kept to a minimum and to mitigate any associated damage to the Client as much as possible.
6. The passwords given to the Client for requesting Information are strictly confidential and must be treated as such, and the Client shall be fully and solely responsible for this. Every assessment for a request for Information via the assigned passwords shall be debited from the account of the Client.
7. GraydonCreditsafe is not required to identify the sources for the Information it supplies, nor its working methods.
8. The Information is always supplied to the fullest extent permitted by law. GraydonCreditsafe reserves the right to, in certain circumstances, only supply Information verbally. Information derived from abroad shall be supplied in English or in the language of the relevant country.

Article 5: Changes to the Agreement

1. From time to time, GraydonCreditsafe is entitled to change the method by which it supplies its Products and/or Services (and in which Client can receive or access the Products and/or Services) and/or to suspend, change or terminate functions or components of Products and/or Services.

General Terms & Conditions GraydonCreditsafe

In this event, GraydonCreditsafe shall notify the Client six (6) months in advance of such change being implemented. If the Client, within a period of 30 days after GraydonCreditsafe has given the Client notice in the aforementioned manner, objects to the announced change, each Party is entitled to terminate the Agreement for the relevant part in writing, effective from the day of the announced implementation. Continuing to use the Products and/or Services shall be regarded as the Client's implied acceptance of the change.

Article 6: Duration of the Agreement

1. The duration of the Agreement is stated on the Agreement, commencing on "Commencement Date Agreement", unless otherwise has been stated in writing.
2. The duration of the Agreement is determined as a period of 12 months, unless otherwise stated.
3. For the duration of the Agreement, the Client may be contacted with regard to new developments and Products, insofar as performed with a view to a legitimate interest.
4. This Agreement gives the Client access to and the use of the Service for the purposes described in this Agreement and only for the duration of the Agreement. At the end of this period, the access and usage rights are automatically revoked, and ownership of the service and the rights derived from that shall revert to GraydonCreditsafe.

Article 7: Payment and Contractual Interest

1. GraydonCreditsafe shall invoice clients for the agreed amount and, in the case of a Lump-Sum Agreement, the Lump Sum amount, and shall do this on the commencement date of the Agreement. If the duration of the Agreement is longer than 12 months, an invoice will be sent annually on the anniversary of the Agreement.

2. In the event the number of company numbers agreed in a Lump-Sum Agreement is exceeded, unless otherwise agreed, a separate invoice shall be issued for each additional company number, at the stated amount and this shall be issued annually on the anniversary of the Agreement.
3. Payment of the invoices must occur within 30 days of the invoice date. Any amount that has not been paid by the due date shall by operation of law become due immediately and without prior notice of default and shall be increased by interest in the amount of 12% per year or, if the statutory interest is higher, by the statutory interest as well as compensation for damages in the amount of 15% with a minimum of 62 EUR. In addition, in the event one invoice is past due, all other invoices that are not yet due shall become due immediately by operation of law, even if a payment scheme had been agreed.
4. The use of the Services or Products of GraydonCreditsafe implies the immediate acceptance of the invoices.

Article 8: Confidentiality and Secrecy

1. Each Party is bound to under no circumstances supply Confidential Information to any person whatsoever, except insofar as permitted by Article 8.2.
2. Each Party is permitted to share Confidential Information from the other Party:
 - a. To its employees, directors, representatives or advisors who require this information in order to fulfil the obligations of the Party arising from this Agreement. Each Party must ensure that its employees, directors, representatives or advisors with whom they share Confidential Information about to the other Party, complies with the provisions of this article 8;

General Terms & Conditions GraydonCreditsafe

- b. And as may be required by law, a court order or by a government body or supervisor.
3. Neither Party is allowed to use the Confidential Information of the other Party for any purpose other than to fulfil its obligations under the Agreement.

Article 9: Intellectual Property Rights

1. Except as expressly provided in this Agreement, access to the Service or use of the Product does not grant the Client any database rights or copyrights, rights over brands or other Intellectual Property Rights of GraydonCreditsafe or of any third party.
2. The Services and Products are protected by Intellectual Property Rights. All Intellectual Property Rights over or arising from or in connection with the Service or the Product are the property of GraydonCreditsafe or, if applicable, of its subcontractors or suppliers.
3. For the duration of the Agreement and in exchange for the payment in advance of the agreed remuneration, GraydonCreditsafe grants the Client a non-exclusive and non-transferable usage right, to use the Information for its own internal business purposes.
4. The Client is prohibited from, and the Client shall prohibit third parties from, adjusting, modifying, changing or reverse-engineering, decompiling or otherwise disrupting the Product, the Service or the information acquired via the Service, without written permission of GraydonCreditsafe. GraydonCreditsafe may take measures to simplify the identification of its Service.

Article 10: Data Protection

1. For the purpose of this Agreement:
 - (a) **“Data Protection Legislation”** means all laws and regulations pertaining to data

protection and privacy which may be in force and may apply to a Party from time to time, including (insofar as applicable) (i) the General Data Protection Regulation (EU) 2016/679 (**“GDPR”**); (ii) the Law concerning the protection of natural persons with regard to the processing of personal data, and (iii) any later modifications to the preceding laws and regulations and all judicial or administrative interpretation thereof, guidelines, guidance, codes of practice, approved codes of conduct or approved certification mechanisms that have been published by the Data Protection Authority, or any other supervisory body that may from time to time be responsible for enforcing compliance with Data Protection Legislation;

- (b) **“Data Controller”, “Personal Data” and “Processing”** shall have the definitions given to them in the Data Protection Legislation.

“SCC” (Standard Contractual Clauses) means the model contract provisions of the European Commission for data transfers between EU and non-EU countries, as defined in the Annex with the Implementation Decree of the Commission (EU) 2021/914 (as may be adjusted from time to time by GraydonCreditsafe), or alternative provisions that may from time to time be approved by the European Commission.

2. This article 10 sets out the framework for the sharing of personal data between parties as independent data controllers.
 3. The Client is responsible for determining the legal foundation for the processing of the personal data that is obtained through the use of the Service and for compliance with the Data Protection Legislation in that regard. The Client must ensure that the relevant persons can make use of the application rights of data subjects.
 4. The Client acknowledges that access to personal data through the use of the Service is only permitted if the Client has a legal basis to do this, and the Client guarantees that it shall only request

General Terms & Conditions GraydonCreditsafe

personal data if the Client has such legal basis for making such requests.

5. The Client agrees that they will only obtain access to and make use of the Service for the benefit of credit(worthiness) checks, prospecting, direct marketing, know your customer checks, compliance, data verification and enrichment, and other legal business purposes in connection with due diligence.
6. The Client acknowledges that it is their duty to document and demonstrate the existence of their legal basis for processing.
7. If the Client uses the monitoring service, GraydonCreditsafe shall notify the Client via email if any relevant change in the monitored data occurs. The Client shall stop the monitoring service for the monitored data when the Client no longer has a legal basis for processing that data. If the Client procures the compliance monitoring service for monitored data, she is required to accept separate terms & conditions for data protection which apply to that service, which, for the avoidance of all doubt, apply only to that service.
8. If the Client provides data or information to GraydonCreditsafe which contains personal data, which enable GraydonCreditsafe to provide the Service, the Client guarantees that they have a legal basis for doing so, and that they have complied with the requirements for transparency, as defined in articles 13 and 14 of the GDPR, as applicable.
9. Always subject to 9.3, in the event the data made available by GraydonCreditsafe as part of the Service is passed on to the Client (or a group company or affiliated business of a Client) (a "**Group Company**"), exclusively in accordance with article 9.3) which is situated outside of the European Economic Area ("**EEA**") in a country or area that, in accordance with the GDPR does not offer an adequate level of protection (a "**Third Country**"), the SCC shall, in relevant cases, be applicable to these transfers. For the purpose of the SCC, the data exporter is (i) Safe Information Group NV; and (ii) GraydonCreditsafe, and the data importer is (i) GraydonCreditsafe; and (ii) the Client (or its Group Company) which is situated in

the Third Country. For the avoidance of doubt: the SCC, which apply on the basis of this article 10.9, end automatically in the event the Third Country where the Client (or, as applicable, its Group Company or associated business) is registered, in accordance with the GDPR, is awarded the status of adequate protection level. The Client must also at all times comply with all applicable local laws and regulations within the relevant jurisdiction.

Prior to the transfer of personal data to a Group Company situated outside of the EEA, in a country or region and which has not been awarded the status of adequate protection level in accordance with the GDPR (which is always subject to prior approval of GraydonCreditsafe and in accordance with article 9.3), the Client acknowledges and accepts that this Group Company is required to enter into the SCC directly with GraydonCreditsafe before the Service (and the data contained therein) may be accessed and/or used. As such, the Client shall not provide data obtained from the Service to a Group Company situated in a Third Country, and shall not permit the Group Company to in any other way gain access to the Service (or the data contained therein), in any way whatsoever and using any means whatsoever, before that Group Company has satisfactorily concluded the SCC directly with GraydonCreditsafe in the aforementioned form and format (and before any copy of this signed SCC has been provided to GraydonCreditsafe). Furthermore, the Client guarantees that she shall ensure that this Group Company complies with these General Terms & Conditions.

10. In the event of a conflict or ambiguity of the terms and conditions or between this Agreement and the SCC, the SCC shall prevail.

11. Parties agree that if:

- a) the Data Protection Legislation changes to such extent that GraydonCreditsafe considers the provisions of this article 10 (including the SCC) no longer adequate for the lawful sharing of data; and/or

General Terms & Conditions GraydonCreditsafe

b) the SCC are changed, replaced and/or made obsolete by new model contract provisions which are approved by a competent authority, GraydonCreditsafe can then modify, update or replace the terms & conditions of this article 10 in whichever way it reasonably deems necessary in light of such changes.

3. GraydonCreditsafe cannot guarantee the accuracy of the supplied Information, regardless by which communication method it is supplied, and shall not be liable for any loss or any damage caused by negligence or by any act or omission whatsoever, or for any other reason with regard to the obtaining, collecting and passing on if aforementioned Information, nor for any delay in the delivery thereof. GraydonCreditsafe is only liable for shortcomings in the performance of the order, insofar as these are a consequence of a failure to observe due care and attention, a lack of expertise or the lack of the reasonable competence which the Client should be reasonably able to depend on where it concerns the advice given and/or the performing of the order by GraydonCreditsafe. The liability for the damage caused by the shortcomings in the performance of the order are limited to the amount in fees that GraydonCreditsafe has negotiated and received for its activities within the framework of that order. For orders with a duration of more than six months, a further limitation to the liability in this regard applies, restricting that liability to the monetary amount invoiced over the then last six months.

Article 11: Complaints

1. GraydonCreditsafe safeguards the proper functioning of the online applications. In the event a problem arises, the Client shall inform GraydonCreditsafe by the latest within 8 business days. GraydonCreditsafe shall make every effort to resolve such problems insofar as it is unambiguously clear that they are arising in the communication system. The Client expressly waives the right to charge any costs on to GraydonCreditsafe if these costs are caused by abnormal use, negligence, the not honouring of the usage and maintenance guidelines, damage caused by third parties, or otherwise where they are not a consequence of the installation of the communication system.
2. Any complaints concerning the obtained Information must be presented in writing to GraydonCreditsafe within 8 days from receipt. The submission of a complaint in no way absolves the Client of their payment obligation.

4. Any claims for compensation for damage suffered as a consequence of attributable shortcomings by GraydonCreditsafe, in the aforementioned manner, must be filed within one year from that damage being discovered, in the absence of which the Client shall be deemed to have forfeited their right to compensation for damage.

Article 12: Guarantees and Liability

1. GraydonCreditsafe enters into a best-effort commitment and in no way a result commitment.
2. Client understands and accepts that Information is used for the Products and/or Services which is based on and consists of data that is supplied to GraydonCreditsafe by third parties or that is otherwise publicly available and that GraydonCreditsafe is not able to check or verify the accuracy and/or completeness of such data. GraydonCreditsafe primarily bases itself on official sources and makes every effort to ensure its Information is as up to date as possible.

5. The Client indemnifies GraydonCreditsafe, as within the meaning of art. 1165 of the (old) Belgian Civil Code / art. 5:103 New Belgian Civil Code from all liability concerning the obtained Information and any direct or indirect supply to third parties. The Information is supplied in good faith, but GraydonCreditsafe cannot guarantee its full or partial accuracy. The moderate price for the supplied Information, confirms that he cannot be assimilated with an insurance premium that safeguards any form of solvency. The commercial and financial Information only form part of the elements that enable the Client to form an idea of the solvency and/or economic and/or financial situation

General Terms & Conditions GraydonCreditsafe

of a third party. The Client indemnifies GraydonCreditsafe from any and all liabilities, claims for damages, etc. from third parties with regard to the supply of (trade) Information. The supplied credit advice and the other supplied scores / parameters always apply with regard to all debtors and not with regard to one or a specific debtor.

Article 13: Force Majeure

1. GraydonCreditsafe is not liable for failure to comply with any obligation arising from this Agreement if such failure is caused by unforeseen circumstances or circumstances which are outside of the reasonable scope of influence of GraydonCreditsafe, including but not limited to internet service disruptions, communication disruptions, fire, floods or force majeure.

Article 14: Nullity

1. The nullity of one or more provisions of this Agreement does not imply the nullity of the Agreement as a whole.

Article 15: Applicable Law and Competent Court

1. All disputes concerning the concluded Agreement are governed by Belgian law and only the courts of Antwerp shall be competent to preside over such disputes.

Article 16: Changes to Terms & Conditions

1. Changes and additions to these General Terms & Conditions are binding on the Client as of one month after the Client is given notice of the change or addition, unless otherwise is stated in writing. These General Terms & Conditions are in effect as of 17 May 2023.

Article 17: Indemnification

1. The Client agrees to indemnify GraydonCreditsafe, its parent companies, subsidiaries, affiliated businesses, directors and employees against all claims made by third parties; and to hold harmless GraydonCreditsafe, its parent

companies, subsidiaries, affiliated businesses, directors or employees against all losses, costs, damages, including reasonable legal representation and consultation costs, in connection with the use of the Services by the Client that conflicts with this Agreement.

Article 18: International Credit Reports

1. Company credit reports containing details about companies located outside of Belgium are offered based on availability, and the countries where reports are available may vary throughout the duration of this Agreement.
2. Company credit reports containing details about businesses outside of Belgium are supplied within the specific timeframes stated on the GraydonCreditsafe website.

Chapter 2: Special Terms & Conditions Database Management

Article 1: Definitions

Addresses: Addresses of businesses, of sole traders, liberal professions and non-profit organisations.

Database Management: The updating, maintaining and enriching of the database of the Client.

File audit: A File Audit is a quality check of the database of the Client. This also includes preparing a profile sketch of the clients / prospects of the Client. It is a first step towards Database Management.

Marketing Information: The purpose of Marketing Information is to achieve maximum return on investment from a database. This is achieved through market analysis, Database Management and address files.

Starters: new registrations (creations) of companies in the Kruispuntbank van Ondernemingen (sole traders and companies) and in the Annexes of the Belgian national gazette (Belgisch Staatsblad) (companies only). New registrations of companies which were created more than three months prior to registration, shall not be considered starting

General Terms & Conditions GraydonCreditsafe

companies and shall also not be announced or supplied as Starters.

Article 2: General

1. GraydonCreditsafe's database is built up from Information provided by public sources, supplemented with Information collected from the Services of GraydonCreditsafe. The Addresses and matching files therefore form original works, for which GraydonCreditsafe reserves all (intellectual) property rights. The files of GraydonCreditsafe are updated on a daily basis, therefore, GraydonCreditsafe cannot offer a guarantee about the exact number of Addresses at the time the order is placed. Only after performing the order, can GraydonCreditsafe inform about the exact quantities.

Article 3: Wastage

1. A certain % of wastage is normal and is accepted by the Client. A maximum limit of 4% is set. Postage returns from deliveries to Addresses selected from the GraydonCreditsafe database and which pertain to Belgian companies, shall be reimbursed at 0.15 EUR per unit. The guarantee pertains to Addresses of companies and does not apply to Addresses of sole traders, liberal professions and non-profit organisations of which the Client acknowledges that the wastage percentage may be significantly higher due to the nature of the selection. The postage returns must be returned to GraydonCreditsafe within two months of being delivered by GraydonCreditsafe. In the absence of which the aforementioned right to reimbursement is voided. Further direct and indirect claims from the Clients (including for lost postage, loss of printed materials, etc.) shall not be accepted. For supplied telephone and fax numbers (and other communication means, such as mobile phone numbers, internet addresses, and others) reimbursement is

awarded by GraydonCreditsafe to the Client as of a wastage percentage of 12%. This wastage of telephone and fax numbers (and other communication means, as stated above) must be reported to GraydonCreditsafe within two months from being supplied by GraydonCreditsafe. In the absence of which the aforementioned right to reimbursement is voided. In the event of email addresses being supplied, no reimbursement shall be available. This because an email being undeliverable is not always due to the email address being wrong, but can also be caused by things such as firewalls, full mailboxes, etc. which are entirely outside the scope of influence of GraydonCreditsafe.

Article 4: Deduplication

1. Deduplication by GraydonCreditsafe of received / supplied files never occurs automatically.

For example (non-exhaustive list):

- a) For Marketing Information, the email addresses and/or contacts and/or telephone / fax numbers supplied by the Client are not automatically deduplicated by GraydonCreditsafe against the email addresses and/or contacts and/or telephone / fax numbers that are available in the GraydonCreditsafe database;
- b) In the delivery of an Address file, which contains the same contacts and/or the same email addresses under various company numbers, GraydonCreditsafe shall not automatically perform deduplication of these contacts and/or email addresses;
- c) In the event in Marketing Information and in the delivery of an Address file a contact fulfils multiple positions per company number, GraydonCreditsafe shall not automatically deduplicate on this basis.

General Terms & Conditions GraydonCreditsafe

2. The above constitutes a non-exhaustive list. In the event the Client desires deduplication, they must send GraydonCreditsafe a request in writing and the Client will then be charged an additional cost.

Article 5: Delivery of Marketing Information

1. Except for any clause expressly stating otherwise, all Marketing Information Products sold by GraydonCreditsafe shall be delivered within 10 business days from receipt of the signed Agreement, and this with the exception of the Starters, which shall be delivered on a monthly or weekly basis as and when they come available in the GraydonCreditsafe database, depending on the specific provisions of the Agreement. Delivery timeframes are provided solely for indicative purposes. Delays can never be grounds for claiming compensation, nor for full or partial cancellation or termination of the contract or the order.
2. In deviation from the preceding article, when placing the order for the supply of Addresses, a call-off based approach can be agreed. This means that GraydonCreditsafe and the Client agree a set number of deliveries per year. The Client notifies GraydonCreditsafe when they wish to receive such an agreed delivery. Upon the expiry date, any deliveries that were agreed but have not been called off shall automatically expire and the Client shall not be entitled to restitution, in other words; the invoice remains due and payable.

Article 6: Liability

1. GraydonCreditsafe cannot guarantee the complete or partial accuracy of the supplied Marketing information Products, regardless by which means of communication they are supplied, which shall always be supplied in good faith. As such, it shall not be liable for any loss or

damage caused by negligence or any action or omission whatsoever, or for any other reason pertaining to the Client with regard to the obtaining, collecting and transferring of aforementioned Marketing Information Products nor due to any delay in the delivery thereof. Moreover, GraydonCreditsafe cannot guarantee the accuracy of the so-called Nacebelcodes, being the official activity code(s) assigned by the VAT administration, RSZ administration, the Kruispuntbank van Ondernemingen (KBO) and the Annexes of the Belgisch Staatsblad.

Article 7: "Bel-me-niet-meer list" (Do-not-call-me-anymore register)

1. GraydonCreditsafe cannot be held liable for the use of phone numbers by the Client. The Client acknowledges that, if they wish to use the files containing telephone numbers, as purchased from GraydonCreditsafe, for commercial purposes, they must register in advance and deduplicate the acquired files against the Bel-me-niet-meer list and in accordance with applicable legislation.

Article 8: Discretion and Confidentiality

1. Apart from that which is determined under Chapter 1, Article 8, GraydonCreditsafe is bound to treat all Information received from the Client for the performance of the Agreement with the utmost discretion and to not share the same with third parties.
2. GraydonCreditsafe is not required to identify the sources for the Marketing Information Products it supplies, nor its working methods.
3. The supplied Marketing Information Products, which are always supplied on the basis of their availability in the GraydonCreditsafe database and as far as the laws and regulations permit, are strictly confidential and remain at all times the property of GraydonCreditsafe. GraydonCreditsafe reserves the right to, in

General Terms & Conditions GraydonCreditsafe

certain circumstances, only supply Marketing Information Products verbally.

4. The name of GraydonCreditsafe shall never be stated as the source of Marketing Information Products, unless the law obligates the Client otherwise.

Article 9: Invoicing

1. At the time of receipt of the signed Agreement for the Product / Service Starters, the invoicing occurs immediately for the stated amount in accordance with the agreed number of Addresses. In case of the originally reserved number of Starters being exceeded, the excesses are invoiced as an additional charge on the anniversary of the Agreement and against the agreed unit price as stated in the Agreement.
2. After receipt of the signed Agreement for the Product / Service Addresses or for the Product / Service Database Management, the invoicing shall occur at the time of delivery, unless the amount has been settled in advance (for example minimum invoicing, ...) as stated in the Agreement. In the latter case, invoicing occurs the moment the Agreement is signed.

Article 10: Database Management

1. A File Audit provides an indication of the possible number of records to be linked. The results shall not be binding on GraydonCreditsafe.
2. GraydonCreditsafe shall make every effort to correctly match the records supplied by the Client to a company number and only does this in good faith. It cannot be held liable for any wrongly linked records. The result after all is strongly dependent on the quality of the records supplied by the Client.
3. The delivery timeframe for a File Audit is dependent, among other things, on the quality of the file supplied by the Client. In consequence, GraydonCreditsafe can only

offer an indication of the processing timeframe, without such timeframe being binding on GraydonCreditsafe. GraydonCreditsafe makes every effort to respect the estimated timeframe as much as possible.

Article 11: Data Cleaning

1. GraydonCreditsafe's Data Cleaning Services are designed to enhance our Clients' database integrity for a variety of applications, ensuring compliance with diverse business needs. When using Data Cleaning Services, the Client agrees to utilize these services for comprehensive purposes that extend beyond direct marketing strategies. The services aim to support, amongst others:

- Operational Efficiency: Removing inactive companies from the database, which no longer provide value, thereby streamlining customer operations and enhancing database utility.

- Accuracy in Communication and Financial Transactions: Ensuring accurate, up-to-date contact details to facilitate correct billing and prevent invoicing errors that could lead to disputed payments and unnecessary credit notes, thereby supporting accurate financial management.

- Targeted Marketing Efforts: While acknowledging the limitations identified in the Black Tiger case, we enable our Clients to conduct targeted marketing actions by ensuring communications are sent to the correct addresses, within the bounds of justified interest and compliance.

2. The Client recognizes the significance of maintaining data accuracy not for mere marketing purposes but also for operational and financial integrity, demonstrating a commitment to comprehensive data management practices.

3. The Client hereby agrees to indemnify and hold GraydonCreditsafe harmless from any adverse consequences or costs arising

General Terms & Conditions GraydonCreditsafe

from the use of the services for purely marketing purposes.

Chapter 3: Additional Terms & Conditions Risk & Compliance

Article 1: Risk & Compliance

1. Risk & Compliance Information: data concerning companies and persons, supplied by GraydonCreditsafe so that the Client, among other things, can comply with legal requirements and supervisory duties imposed under the AML, duty of care, customer due diligence and know your customer, and this data is included in the following Services (non-exhaustive): UBO Check and Compliance Check.
2. The intellectual property over the Risk & Compliance Information and the data contained therein resides with GraydonCreditsafe. The publication, supply, transfer, dissemination, commercial exploitation, licence granting, renting out, selling or otherwise making available of the Risk & Compliance Information or data therefrom, or using it for the benefit of any third party, is explicitly prohibited.
3. For the duration of the Agreement and in exchange for the agreed, paid in advance, compensation, GraydonCreditsafe grants the Client a non-exclusive and non-transferable usage right to use data in the Risk & Compliance Information for the Client's own internal business purposes, in order to comply with the legal requirements and supervisory duties imposed by the AML, duty of care, customer due diligence and know your customer.

Chapter 4: Additional Terms & Conditions Multiscoring Screening / Payment Score Screening / Business Analyzer

1. At the moment of the reservation of Multiscoring Screening/Payment Score Screening/Business Analyzer,

GraydonCreditsafe will immediately invoice the number of company numbers to be screened, as stated in the Agreement, to the Client or settle the same in work units. The Client supplies their business relations file to GraydonCreditsafe and does so immediately after signing the Agreement. If the number of company numbers to be screened is greater than the number of company numbers stated in the Agreement, GraydonCreditsafe will invoice the difference to the Client, or settle the same in work units, after performing the Multiscoring Screening/Payment Score Screening/Business Analyzer. If at the time of the reservation of the Multiscoring Screening/Payment Score Screening/Business Analyzer the Client has not informed GraydonCreditsafe of the number of company numbers to be screened, GraydonCreditsafe will invoice the Client for the amount corresponding to the exact number of company numbers after receiving the business relations file from the Client, or will settle the same in work units.

Chapter 5: Additional Terms & Conditions Compliance

The following additional terms ("Compliance Terms") apply if the Client will be accessing GraydonCreditsafe's compliance services ("Compliance Service"). Words defined in the General Terms shall have the same meaning in these Compliance Terms unless expressly stated to the contrary.

Article 1: Definitions:

"Affiliates" means companies in common ownership or control with the Client with access to the Compliance Service as may be expressly permitted under the Agreement (if any).

"Permitted Purpose" means the Client's internal business purposes including the lawful purpose of identity or age verification, fraud prevention and/or compliance with laws

General Terms & Conditions GraydonCreditsafe

implemented to prevent money laundering, as applicable.

“Prohibited Business” means adult entertainment services of any kind; companies that handle physical third party repossession; dating services; massage services; tattoo services; companies that charge advance fees for debt or mortgage assistance relief (excluding refinancing of a dwelling loan or services offered by lawyers); private investigation or detective services (excluding assisting with pre-employment services with written consent); credit repair clinics or any type of company involved in credit repair; bail bondsman (unless licensed by the province in which they are operating); news agency or journalist; asset location service; law enforcement agency; company seeking information in connection with time shares; pawn shops; company that locates missing children; subscriptions (magazines, books, music); genealogical or heir research firm; credit counselling (except for not-for-profit credit counsellors); law firms.

“Security Event” means the actual or reasonably suspected misuse of and/or unauthorised access to the Client’s Compliance Service, in particular, which results in access to personal data (such as social security or driver’s license numbers or dates of birth) which may be matched to a name of any person.

Article 2: Provision of the Compliance Service

1. Access to the Compliance Service may be subject to (i) the Client or its users’ credentials being verified to the satisfaction of GraydonCreditsafe (either for itself or on behalf its third-party service and/or Data Providers) and/or (ii) subject to additional terms of third party suppliers. To the extent applicable, GraydonCreditsafe shall notify the Client as soon as reasonably practicable of any additional terms and shall provide the Client with a copy of such additional terms. The Client agrees to comply at all times with any additional terms when using the Compliance Services.

Article 3: Usage of the Compliance Service

1. In addition to compliance with the Client Obligations and Conduct provisions set in the General Terms, the Client shall:
 - a) only use the Compliance Service and Output Data within the scope of the licence granted to the Client under the Agreement;
 - b) not make any use of the Compliance Service or Output Data for any purpose which is unlawful, harmful, threatening, defamatory, obscene or offensive or discriminatory;
 - c) use the Compliance Service and the Output Data for the Permitted Purpose only and for no other purpose (including, but not limited to) for (i) marketing; (ii) employment screening; (iii) credit assessment decision making; or (iv) reselling or otherwise making the Compliance Service and/or the Output Data available to third parties
 - d) shall reproduce and include without altering, removing or obscuring any copyright notices and proprietary legends of GraydonCreditsafe or its Data Providers as they appear in or on any reports or other output generated by using the Compliance Service;
 - e) not name GraydonCreditsafe (or any of its Data Providers) or refer to the Compliance Services and/or Output Data in any publication, news release, advertisements, or promotional or marketing materials unless otherwise agreed in advance with GraydonCreditsafe;
 - f) not cause or permit any third-party to breach any of the foregoing obligations;
 - g) use best endeavours to prevent unauthorised access to, or use of, the Compliance Service or any Output Data, whether the same is in electronic form or hard copy, by any person or entity,

General Terms & Conditions GraydonCreditsafe

- including implementing and documenting appropriate policies and procedures covering the administrative, physical and technical safeguards which are measured against objective standards and controls ("Client's Information Security Program"). Client's Information Security Program shall: (1) account for known and reasonably anticipated threats and Client shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Client will promptly remediate any deficiencies identified in Client's Information Security Program;
- h) maintain and enforce data destruction procedures to protect the security and confidentiality of all Output Data obtained through the Compliance Service as it is being disposed;
 - i) be capable of receiving the Compliance Service via mechanical where the same as provided utilising "secure socket layer", or such other means of secure transmission as is deemed reasonable by GraydonCreditsafe;
 - j) not access and/or use the Compliance Service via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by GraydonCreditsafe; and
 - k) take all steps to protect its network and computer environments, or those used to access the Compliance Service, from compromise.
2. The Client acknowledges that GraydonCreditsafe and its Data Providers are subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, the Client shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. The Client shall not provide access to Services to any individuals identified on OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. The Client shall not take any action which would place GraydonCreditsafe or its Data Providers in a position of non-compliance with any such economic sanctions laws;
- 3. The Client warrants that it is not engaged in any Prohibited Business and will not use the Information for the benefit of any Prohibited Business;
 - 4. The Client shall defend, indemnify and hold harmless GraydonCreditsafe and its Data Providers from and against any and all claims, losses, costs, liabilities and expenses (including reasonable legal fees) arising from or in any way related to the use of the Compliance Services or Documentation by the Client.

Article 4: Security Events

- 1. The Client shall report all Security Events to GraydonCreditsafe without delay and provide such information and assistance as reasonably required by GraydonCreditsafe. Further, the Client shall comply with and be responsible for the legal obligations which may arise under all applicable law, including as required to notify all affected individuals of the occurrence of the Security Event.
- 2. The Client agrees to indemnify and hold harmless GraydonCreditsafe and its third-party service and/or Data Providers in respect of any Security Event.
- 3. The foregoing provisions apply in addition to the Data Protection obligations as clause 5 of the General Terms.

Article 5: Monitoring Client Use / Misuse

General Terms & Conditions GraydonCreditsafe

1. The Client agrees that GraydonCreditsafe may conduct periodic audits of Client activity and use of the Compliance Service and/or Output Data to monitor compliance with applicable law and this Agreement. GraydonCreditsafe further investigates reports it may receive of misuse or abuse of the same. The Client agree to permit GraydonCreditsafe to review usage of the Client's account for the Compliance Service for these purposes, and, also to co-operate with and provide such information and documents as GraydonCreditsafe may reasonably request in the investigation of reported or suspected abuse or misuse of the Compliance Service.
2. Violations may lead to suspension of the Client's access to the Compliance Service (without prejudice to any other rights remedies available to GraydonCreditsafe). GraydonCreditsafe may exercise all of the foregoing rights either on its own account or in conjunction with its third-party service and/or Data Providers.
3. GraydonCreditsafe shall be able to share information relating to any audits carried out on the Client (including information on the nature and scope of the audit and any audit findings) with its Data Providers.
2. The Client grants the foregoing rights to GraydonCreditsafe its exercise own account or to sub-license to or to exercise in conjunction with its third-party service and/or Data Providers.

Article 7: Notification of Errors and Feedback

1. The Client should advise GraydonCreditsafe if the Output Data gives any unexpected or apparently incorrect results.
2. GraydonCreditsafe will in its sole discretion and working together with its third-party service and/or Data Providers, examine and make any necessary modifications or corrections.
3. GraydonCreditsafe invites and welcomes Client feedback on the Compliance Service which GraydonCreditsafe or its third-party service or Data Providers may freely use the same without obligation or liability to the Client.

Article 8: Data Retention

1. The Client acknowledges and agrees that in order to comply with government regulations on money laundering and other due diligence checks, it shall only retain documents and evidence, that has been uploaded to GraydonCreditsafe's platform as part of a search request ("Input Data"), for a period of 5 years following the termination of the relationship or the last transaction with its own respective client or supplier.
2. GraydonCreditsafe will only retain Input Data for up to 5 years following the termination of the Agreement, after which all Input Data will be permanently deleted.

Article 6: Grant of License by the Client

1. In addition to the monitoring for compliance and to investigate any abuse or misuse of the Compliance Service, the Client grants to GraydonCreditsafe a non-exclusive license to utilise data relating to the Client's use of the Compliance Service as follows:
 - a. to anonymise and aggregate such use data with similar data collected from other Clients;
 - b. to analyse the use and performance of the Compliance Service and prepare and use reports relating to the same.

General Terms & Conditions GraydonCreditsafe

Annex 1

The following notice and disclaimer applies where the Client uses the Compliance Services to conduct ID verification checks generating Output Data (also known for the purposes of this Annex as the "Information Product") provided by Refinitiv. The following notice and disclaimer applies where the Compliance Services and/or Output Data includes data provided by Refinitiv

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