



NETWATCH GLOBAL LIMITED OSINT TOOLSUITE STANDARD TERMS & CONDITIONS OF USE

1 Definitions

1.1 Definitions for terms used in this Agreement and incorporated herein by reference. 1.1 In this Agreement unless the context requires otherwise:

"Business Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London;
"Commencement Date" means the Start Date set out on the Service Order;

"Confidential Information" means secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and "confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);

"Data" means the personal data and sensitive personal data (both terms as defined in the Data Protection Act 2018) provided by the Client to NetWatch or which NetWatch obtains on the Client's behalf pursuant to this Agreement;

"Defects" means any imperfection in the Software that constitutes a manufacturing or design defect or is faulty because it does not perform the desired output.

"Fees" means the fees for the Services as set out on the Service Order;

"Force Majeure" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including act of God, fire, flood, lightning, change in any law or governmental order, rule or regulation which results in the provision or receipt of the Services becoming or being found to be unlawful, war, revolution, act of terrorism, riot or civil commotion;.

"Initial Term" means any term post the Trial Period

"Trial Period" means the three (3) month trial period beginning on the Commencement Date;

"Instruction" means instructions issued by the Client to NetWatch via the ToolSuite or in writing from time to time, detailing all relevant facts about the matters or subjects to be investigated as described in the Services;

"Price" means the price that the Client will pay NetWatch calculated in accordance with the Fees and the Instructions;

"Report" means the output(s) from the Services

"Services" means the data monitoring, gathering and reporting services, including the provision of ToolSuite and Reports, referred to and set out in more detail in Schedules 1 and 2;

"Service Order" or "SO" means the front sheet to these terms and conditions which has been signed by the parties;

"Subject" means an individual, a location, an event, a brand, a product or any other search term identified in Instructions which will be the subject of the Services.

"ToolSuite" means the SaaS based series of OSINT tools, referred to in the Service Order and set out in more detail in Schedule 2.

1.2 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.3 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2 Provision of Services

2.1 In providing the ToolSuite or performing the Services, NetWatch shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Client.

2.2 NetWatch undertakes throughout the term of this Agreement to:

(a) provide the ToolSuite in accordance with their description in Schedule 2 and the Service Levels set out in Schedule 2 Section A;

(b) provide the Services in accordance with their description in Schedule 1 and the Service Levels set out in Schedule 2 Section B;

(c) provide the ToolSuite and Services with all reasonable skill and care and in good and workmanlike manner in accordance with the provisions of this Agreement;

(d) ensure that all NetWatch employees engaged in the provision of the ToolSuite and Services will be suitably qualified, skilled, experienced and trained; and

(e) to comply with, and to use all reasonable endeavours to ensure that its personnel comply with, any applicable laws, regulations and codes of practice.

(f) to inform the Client immediately if NetWatch has or there is a suspected breach of any laws, regulations or relevant codes of practice.

2.3 Except where the Client requires NetWatch to contact Subjects directly and obtain Data from them, the Report contains information and Data obtained from publicly available sources. NetWatch shall use its reasonable endeavours to ensure that the information or Data contained within the Reports is as reported, but NetWatch provides the Report on an 'as is' basis and does not warrant or represent to the Client or any third party that the information or Data contained within the Reports is accurate and true.

2.4 NetWatch shall not be liable for any loss, damage, expense, cost or other liability incurred or suffered by the Client in reliance upon the information presented by the ToolSuite or Data contained within the Report.

2.5 In the event that NetWatch becomes aware that any circumstances have arisen or are reasonably likely to arise which would cause either party under this Agreement to be in breach of any law or regulation, NetWatch shall ensure that it clearly alerts the Client to such circumstances and also that it keeps the Client updated of all regulatory changes that may impact on either party as a result of activity arising under the terms of this Agreement.

2.6 NetWatch shall ensure that it only acts strictly in accordance with instructions issued by the Client and under no circumstances shall the Client incur any legal, regulatory, or other obligation whatsoever, in respect of data that has been obtained by NetWatch other than in strict compliance with the Client's instruction. If NetWatch is unclear as to the content of a particular instruction it shall contact the Client immediately and shall not act on the instruction until it is absolutely clear on what action and information the Client is requesting.

3 Client's Obligations

3.1 The Client undertakes during the term of this Agreement:

(a) to supply NetWatch with such information as NetWatch may reasonably require to enable NetWatch to fulfil its obligations under this Agreement; and

3.2 The Client shall not knowingly require NetWatch to undertake any activity that causes NetWatch to breach any applicable laws and NetWatch shall not be in breach of its obligation to perform any Services which it deems in its reasonable opinion to be unlawful.

4 Service/License Grant

4.1 During the Initial Term NetWatch will provide the NetWatch ToolSuite services ("Services") set forth in this Agreement, which are intended to assist Client in fraud and financial crime investigation via the provision of OSINT tools.

4.2 During the Term, NetWatch grants to Client, for use in accordance with this Agreement, a non-exclusive world-wide license to utilise the NetWatch Global ToolSuite (collectively, "Software") as required throughout their business and group companies.

4.3 The Software is intended to enable the investigation and monitoring of Persons of Interest (POI) relating to fraud and financial crime investigations. The Client shall be responsible for the collection and enforcement of standard terms, protective of NetWatch, relating to the permitted purpose for processing of data via the Software.

In the terms of this Agreement if a Client makes any claim, representation or warranty regarding the Software or Services that is different from or in addition to those set forth in this Agreement, Client shall be solely and exclusively responsible for such claim, representation or warranty to the extent such representation or warranty differs from those herein and

NetWatch shall have no liability for any such claim, representation or warranty. Client will promptly notify NetWatch if Client becomes aware of any such prohibited activities.

4.4 During the Initial Term and beyond as contracted, the Client shall have the non-exclusive right to access information from the Database in accordance with NetWatch procedures (as modified from time to time), subject to this Agreement, for the purpose of investigating and monitoring open source and social media accounts associated with POI.

5 Obligations of the Parties

5.1 Client shall comply with any Software and Services instructions. Client shall not copy, modify, reverse engineer, decompile or disassemble any part of the Software. Client shall deliver any information reasonably required by NetWatch to perform the Services.

5.2 The Client warrants that it: (a) has the right to enter into this Agreement; (b) will not use, or make available the Software for or in support of, directly or indirectly, any other person or enterprise; (c) will not use the Software or Services for any illegal purposes; and (d) will comply with all applicable local, national, and international laws and regulations, including without limitation laws relating to privacy and data protection.

5.3 NetWatch will assign a dedicated implementation team to train the Client on the use of the ToolSuite and associated tools.

6 License and Service Fees

Client shall pay to NetWatch the Fees set forth in the SO for completed Services within thirty (30) days after receipt by Client of an invoice for Services performed.

7 Ownership

NetWatch has and will retain all ownership rights (including but not limited to any copyright, patent, trade secret, trademark or other proprietary and/or intellectual property rights) in and to the Software, the Services (including but not limited to any components thereof). NetWatch reserves all rights not expressly granted to Client. NetWatch reserves the right to make changes in the Services and the Software, including operating procedures and type of equipment.

8 Limited Warranty, Limited Remedy, and Limited Liability

8.1 Client shall report to NetWatch in writing any failure of the Software to conform substantially to its specifications ("Defects"). NetWatch agrees to employ commercially reasonable efforts to remedy Defects.

8.2 Notwithstanding anything to the contrary herein, the Services and Software are provided "as is." NetWatch does not warrant that the Services or Software will be uninterrupted or error-free and makes no warranty regarding results that may be obtained.

NetWatch makes no warranties, express or implied, including, without limitation, any implied warranties or merchantability and/or fitness for a particular purpose. NetWatch shall not be held liable for any disturbances that the Software may cause to any hardware or software when used together or otherwise. NetWatch does not guarantee the absolute accuracy or reliability of the software, services, or data, or the result or consequences from the use of such Software, Services, or data.

8.3 If NetWatch fails to correct Defects or breaches this Agreement, then Client's sole and exclusive remedy shall be termination of this Agreement. The remedies expressly granted herein constitute the sole remedy against NetWatch for any claims concerning the Software, the Services or this Agreement.

8.4 The Client shall indemnify and hold NetWatch harmless from any claims brought against NetWatch that (a) relate to Client's use of the Software or Services; or (b) Client has failed to comply with applicable local, national, and international laws and regulations.

8.5 NetWatch shall indemnify and hold Client harmless from any successful claim made against it that: (a) the Services or Software infringes on any patent, copyright, trade mark, trade secret or other intellectual property rights or proprietary rights of any person; or (b) NetWatch is in breach of its confidentiality obligations under Section 14 below.

8.6 If any action shall be brought against either party (the "Claimant") in respect to any allegation for which indemnity may be sought from the other party (the "Indemnifying Party") pursuant to the provisions of this section, Claimant shall promptly notify Indemnifying Party in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. Claimant shall not settle or otherwise compromise any claim without the prior written consent of Indemnifying Party, which consent shall not be unreasonably withheld. Claimant shall cooperate with Indemnifying Party at Indemnifying Party's expense in all reasonable respects in connection with the defence of any such action. Indemnifying Party may, upon written notice to Claimant, undertake to conduct all proceedings or negotiations in connection therewith, assume the defence thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including

the employment of counsel that shall be satisfactory to Claimant, and payment of all expenses. Claimant shall have the right to employ separate counsel and participate in the defence at Claimant's sole expense. Indemnifying Party shall reimburse Claimant upon demand for any payments made or loss suffered by it at any time after the date of tender based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect to any damages to which the foregoing relates.

9 Liability

9.1 This clause 9.1, together with clauses 9.2 and 9.3 below, set(s) out the entire liability of NetWatch and The Client in respect of;

(a) any breach of this Agreement; and
(b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

9.2 Nothing in this Agreement shall in any way exclude or limit NetWatch's or the Client's liability for death or personal injury caused by NetWatch's or the Client's negligence or for fraudulent misrepresentation.

9.3 Save for that covered by any appropriate professional indemnity insurance, NetWatch nor the Client shall not be liable to each other for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise):

- (a) loss of revenue;
- (b) loss of actual or anticipated profits;
- (c) loss of anticipated savings;
- (d) loss of business, opportunity or goodwill;
- (e) any indirect, special or consequential loss or damage howsoever caused whether or not such loss is covered in clauses 9.3 (a) - (e) above; or
- (f) any losses arising as a result of any third party bringing a claim in respect of any of the above types of loss.

9.4 Save for an insured event, subject to clauses 9.1 to 9.3 above the total aggregate liability of NetWatch or the Client arising out of, or in connection with this Agreement in any period of twelve (12) months whether for negligence or breach of contract or any case whatsoever shall in no event exceed one hundred per cent (100%) of the price paid or payable by the Client in the twelve (12) months prior to the breach arising or if within the first 12 months based on the average monthly price paid over the previous months multiplied by 12.

9.5 NetWatch and the Client shall have in place adequate professional indemnity insurance.

9.6 NetWatch shall not be held in breach of this Agreement, and shall not be liable for any loss or damage suffered or incurred by the Client or any third person as a result of:

(a) any failure to provide the Services in accordance with this Agreement as a result of NetWatch's compliance with any instruction or direction given by the Client if NetWatch has informed the Client before it complies therewith that, in its opinion, that instruction or direction will inhibit performance of the Services.

9.7 The express terms and conditions of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

10 Payment

10.1 After confirmation of any Instructions by NetWatch during a calendar month, NetWatch shall issue a cumulative invoice for the Price at the times set out in the Service Order or Schedule 1.

10.2 The Client shall pay all invoices in full and cleared funds without any deduction, withholding or set off within 30 days of the date of receipt of the invoice.

10.3 All sums payable under this Agreement are exclusive of VAT which must be paid in addition at the rate and in the manner prevailing at the relevant tax point.

10.4 All payments shall be in Pounds Sterling, unless otherwise agreed, either by electronic transfer to NetWatch's nominated bank account or by cheque made payable to NetWatch Global Limited with any applicable charges on such payments being at Client's expense.

10.5 If any sum payable under this Agreement is not paid when due then, without prejudice to NetWatch's other rights under this Agreement, the Client shall pay interest on the overdue amount from the due date until payment is made in full at two per cent (2%) per annum over Barclays Bank plc base lending rate from time to time.

10.6 If the Client has a bona fide dispute in respect of the whole or any part of any invoice then Client shall notify NetWatch of the nature of such dispute in writing within 10 days of receipt of the invoice giving all relevant details and shall pay the undisputed part in accordance with this Agreement. The parties shall cooperate in good faith to resolve the dispute over the invoice as amicably and promptly as possible. On

settlement of any dispute Client shall make the appropriate payment in accordance with this Agreement plus interest from the date the payment would have been due.

10.7 All payments payable by Client to NetWatch under this Agreement will become due immediately on its termination.

10.8 NetWatch Global and The Surveillance Group both reserve the right to amend these costs from time to time.

10.9 Expenses such as travel may be chargeable and applicable for professional services and security consultancy depending on the location for these.

10.10 Any additional costs incurred will be advised to the client prior to undertaking the work.

11 Term and Termination

11.1 This Agreement shall commence on Commencement Date and shall continue in force for the Trial Period and automatically for twelve (12) month periods thereafter unless and until terminated in accordance with this clause 11.

11.2 At any time after the expiry of the Trial Period, either party may terminate this Agreement without payment of compensation or damages at any time on giving no less than 60 days' notice in writing.

11.3 Either party may immediately terminate this Agreement by giving notice in writing to the other party if:

(a) the other party commits a material breach of any of its obligations under this Agreement which is incapable of remedy;

(b) the existence of this Agreement causes either party to be in breach of any law or regulatory obligation;

(c) the other party commits a material breach of its obligations under this Agreement which is capable of remedy and fails to remedy it or persists in such breach after thirty (30) days of having been required in writing to remedy such breach;

(d) the other party:

(i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts; or

(ii) takes, or has taken against it, any action in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation), bankruptcy, administration or administrative receivership, voluntary arrangement or rescheduling any of its debts or enforcement of security; or

(iii) ceases or appears in the reasonable opinion of the other likely to cease, or is threatening to cease, to carry on all or a substantial part of its business.

11.4 Termination of this Agreement for any reason shall terminate all Instructions.

12 Consequences of Termination

12.1 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

12.2 On termination of this Agreement for any reason whatsoever:

(a) subject to Clause 12.1 above, the relationship of the parties will cease;

(b) the provisions of Clauses 5, 9, 11, 12 and 14 any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect; and

(c) each party shall immediately return to the other (or, if so requested by notice in writing, destroy) all of the other party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information, subject to any obligation to retain information or Confidential Information in order to comply with that party's statutory obligations. For the avoidance of doubt, the Reports are not Confidential Information.

13 Data Protection

13.1 Where NetWatch processes Data on behalf of the Client, NetWatch shall:

(a) process Data lawfully and only on the instructions of the Client to perform its obligations under this Agreement;

(b) store and retain the Data and the Reports only as necessary to perform its obligations under this Agreement;

(c) process Data in accordance with its Data Protection Policy for Clients at Schedule 3; ensure it has in place appropriate organisational, technical and security measures, necessary to protect the Data from:

(i) any accidental loss, destruction or damage;

(ii) any onward use or disclosure not associated with the investigation;

(iii) any unauthorised or unlawful access.

(d) comply with the security obligations set out in NetWatch's Information Security Policy, as amended from time to time, in respect of the Data; and

(e) not process Data outside of the UK without the prior written consent of the Client;

(f) not pass any Data to any sub-contractor without the Client's prior written consent. If such consent is provided to ensure that the sub-contractor is contractually obliged to process and protect the Data in accordance with the same obligations this Agreement imposes on NetWatch;

(g) provide reasonable assistance to the Client in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of the Data as soon as is possible but in any event within five (5) Business Days of receipt of the request or any other period as agreed in writing with the Client from time to time;

(h) provide such information as is reasonably necessary to enable the Client to satisfy itself of NetWatch's compliance with this clause 13 and allow the Client, its employees or authorised agents or advisers upon reasonable prior written notice to NetWatch, reasonable access once in any twelve (12) month period to any relevant premises, during normal business hours, to inspect the procedures and measures relating to the Services referred to in this clause 13 provided that the Client agrees to carry out such inspection at agreed times with minimum disruption to NetWatch's day to day business and subject to signature of a confidentiality agreement.

(i) inform the Client immediately of any breach or suspected breach of this clause and/or any loss or theft of Data or suspected loss or theft of Data and the steps NetWatch intends to take to remedy the same.

(j) Since the 25th May 2018, an EU-wide data protection regime – the General Data Protection Regulation – applies. The GDPR is an EU Regulation directly applicable in all EU Member States and automatically replaces the Data Protection Directive. It has introduced a wide range of new and reinforced obligations around data protection for both data controllers and processors. As a result of GDPR NetWatch understands the following:

(i) "Personal Data" shall mean any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity; (b) "Controller" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; (c) "Processor" shall mean an entity which processes Personal Data on behalf of a Controller.

(ii) To the extent the Client transfers or provides access to any Personal Data of a Data Subject to NetWatch in the course of this Agreement:

(A) Each party acknowledges that the Client is the Data Controller and NetWatch are the Data Processor.

(B) Each party shall ensure compliance with applicable data protection laws in respect of the Personal Data they respectively process;

(C) Client shall ensure it has the right to transfer, or provide access to, such Personal Data to NetWatch (as a Controller) for the purposes contemplated in this Agreement (and where required, has obtained any necessary consents or authorizations to do so);

(D) Each party shall have in place appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access;

(E) If a party receives an enquiry, complaint or correspondence from a Data Subject, data protection authority or other third party relating to the processing of Personal Data carried out by the other party, it shall promptly inform the other party, providing copies or details of the same, and both parties shall cooperate in good faith to respond to the enquiry, complaint or correspondence. Neither party shall respond directly where the enquiry, complaint or correspondence relates to processing performed by the other party, unless it has first obtained the other party's consent;

(F) In the event that a Data Subject seeks to exercise any rights against NetWatch to which the Data Subject is entitled under applicable data protection laws (including rights of access, correction and deletion), NetWatch shall assist the Data Subject to exercise those rights in accordance with applicable data protection law.

14 Confidentiality

14.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other party.

14.2 The parties may disclose Confidential Information to an employee, consultant or agent to the extent necessary for the performance of this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement. Each party shall use its best endeavours to procure that any such employee, consultant, or agent complies with

such obligations. Each party will be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

14.3 The obligations of confidentiality in this clause 14 do not extend to any Confidential Information which the party that wishes to disclose or use can show:

- (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement; or
- (b) was in its written records prior to the Commencement Date (other than through disclosure by NetWatch) and not subject to any confidentiality obligations; or
- (c) was or is disclosed to it by a third party entitled to do so; or
- (d) the parties agree in writing is not Confidential Information or may be disclosed; or
- (e) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

15 Force Majeure

15.1 A party will not be in breach of this Agreement nor liable for any failure or delay in performance of any obligations (except for those in relation to payment) under this Agreement (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such party complies with the obligations set out in this clause 15. Save as provided in clause 15.4 below, a Force Majeure will not entitle either party to terminate this Agreement.

15.2 The party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Agreement.

15.3 The party not claiming to be affected by Force Majeure is entitled to suspend its own performance of this Agreement while the Force Majeure continues without liability to the other party.

15.4 If Force Majeure continues for longer than one month either party may, whilst the Force Majeure continues immediately terminate this Agreement by serving notice in writing to the other.

16 Dispute Resolution

16.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, then:

- (a) either party may call a meeting of the parties by giving not less than fifteen (15) Business Days' written notice to the other, and each party shall procure that an authorised representative attends all such meetings;
- (b) those attending the relevant meeting shall use all reasonable endeavours to resolve the dispute. If the meeting fails to resolve the dispute within fifteen (15) Business Days of its being referred to it, either party may refer the dispute to the Chairmen or Chief Executives or nominee of the parties by notice in writing, who shall co-operate in good faith to resolve the dispute as amicably as possible within fifteen (15) Business Days of the dispute being referred to them;
- (c) if the Chairmen or Chief Executives or nominees fail to resolve the dispute in the allotted time, the parties may within that period agree in writing to enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement, appointed by the Centre for Effective Dispute Resolution, 70 Fleet Street, London EC4Y 1EU and shall attempt to settle the dispute in accordance with the CEDR Model Mediation Procedure; and
- (d) if the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall be and remain binding on the parties.

16.2 The parties shall bear their own legal costs of complying with Clauses (a)- (d), but the costs and expenses of mediation shall be borne by the parties equally.

17 Construction and Interpretation of this Agreement

17.1 Entire Agreement

- (a) This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.
- (b) The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.
- (c) Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or

remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.

(d) All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.

(e) Nothing in this clause 17 will exclude any liability in respect of misrepresentations made fraudulently.

17.2 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement shall be in writing. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

18 Contract Administration

18.1 The Client may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement.

18.2 NetWatch may not assign, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement unless the Client has provided prior written consent.

18.3 No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by a director of each of the parties to this Agreement.

18.4 Each of the parties shall and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may reasonably be required for the purpose of giving full effect to this Agreement.

18.5 Any notices sent under this Agreement must be in writing. Notice by email is deemed to be in writing. Notices may be served in the ways set out below at the addresses set out on the Service Order of this Agreement or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under this Agreement and, the following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day	properly addressed and delivered
Prepaid first class domestic postal service	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service;	properly addressed prepaid and posted
e-mail	9.00am on the first Business Day after sending	despatched in a legible and complete form to the correct e-mail address without any error message

19 Law and Jurisdiction

19.1 This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

19.2 All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

20 Notices

20.1 All notices pursuant to this Agreement shall be in writing and shall be sent via e-mail to NetWatch at legal@netwatchglobal.com or to Client via the key account holder or at such other address as may be designated by the parties from time to time. Notices shall be deemed effective upon receipt, or if delivery is not affected by reason of some fault of the addressee, when tendered.

21 Public Disclosure of Agreement

21.1 Except as expressly provided herein, no party shall issue any public statements regarding the existence or terms of this Agreement without the consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, upon execution of this Agreement, NetWatch may disclose that Client has licensed and/or uses the Software either orally or in releases, marketing materials, on its website(s), or by any other means.



SCHEDULE 2: SERVICE LEVELS

PART A TOOLSUITE

NetWatch ToolSuite Service Level Agreement

NWG reserve the right to make appropriate updates to this Service Level Agreement when changes are made to the ToolSuite. A current version will be available via your ToolSuite account.

1. NetWatch Service Commitment: 99.95% Uptime

NetWatch will use commercially reasonable efforts to make your NetWatch ToolSuite Services running in Dedicated Environments available with a Monthly Uptime Percentage of at least 99.95% during any monthly billing cycle (the "Service Commitment"). Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

A Monthly Uptime Percentage of 99.95% means that we guarantee you will experience no more than 21.56 min/month of Unavailability.

1.a Tool Specific Commitments:

- Profile Finder+ will be available between the hours of 0800 and 1700 Monday through Friday.

- Notifications for changes in privacy of an account will be returned within 4 hours of any change to the privacy status.

2. Definitions

"Maintenance" means scheduled Unavailability of the ToolSuite Services, as announced by us prior to the Services becoming Unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of "working minutes" during the month in which the ToolSuite Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Working Minutes" is defined as Monday to Friday, from 0800 through to 1700.

"Service Credit" means a credit denominated in GBP, calculated as set forth below, that we may credit back to an eligible account.

"Unavailable" and "Unavailability" mean, for ToolSuite Services, when your tool is not running or not reachable due to NetWatch's fault.

3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on your NetWatch invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.95% but equal to or greater than 99.0%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected resources
- For Monthly Uptime Percentage less than 99.0%, you will be eligible for a Service Credit of 30% of the charges attributable to the affected resources

For example, if you have Tool that is Unavailable for 25 minutes, you would be eligible for a Service Credit for 10% of that Tool's usage for the month.

We will apply any Service Credits only against future payments for the Services otherwise due from you. Service Credits will not entitle you to any refund or other payment from NetWatch. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one pound sterling (£1 GBP). Service Credits may not be transferred or applied to any other account.

4. Sole Remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

5. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by emailing support@netwatchglobal.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- the account handle(s); and
- logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is

confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

6. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

1. That results from a suspension or Remedial Action, as described in the Terms;
2. Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the NetWatch Global network;
3. That results from any actions or inactions of you or any third party;
4. That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
5. That results from failures of containerized services not attributable to Unavailability; or
6. That results from any Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

PART B STANDARD MANAGED SERVICES

NetWatch shall provide the Services in accordance with the following Service Levels:

1. Instructions are to be acknowledged by NetWatch within 24 hours of receipt and case references provided.
2. If for any reasons Instructions cannot be undertaken, the Client will be informed within 3 working days together with the reasons why.
3. If problems are encountered by NetWatch after enquires have commenced the Client will be informed immediately.
4. Other than in exceptional circumstances (and only then by prior written agreement) all Instructions are to be carried out within the agreed fee structure.
5. By accepting Instructions NetWatch or employees confirm their willingness to attend court to give evidence if required.
6. The Client shall have the right to carry out audits of the Services being provided. NetWatch will be provided with a minimum of 10 working days' notice prior to any audit commencing.
7. The Parties shall review these Service Levels at the end of the Trial Period.

STANDARD SERVICE & SUPPORT AVAILABILITY

- Phone support Available 9am-5pm Mon-Fri
- Email support for all other issues
- Standard MI Reports Included

PART C – MANAGEMENT INFORMATION (MI)

Management information is to be provided to the Client by NetWatch on a monthly basis within 5 working days of any given month end and is available via the ToolSuite portal on an ad hoc basis.

SCHEDULE 3

DATA PROTECTION POLICY

1. GENERAL

This Policy sets out how NetWatch Global Limited ("NetWatch Global") obtains and processes personal data in the course of providing its services to its Clients. It is reviewed on a regular basis and updated where necessary.

All references to "personal data" in this Policy are to personal data and sensitive personal data processed by NetWatch Global in connection with a Client's instruction or investigation.

NetWatch Global is registered with the Information Commissioner's Office as a data controller and its notification includes processing of data for the purposes of data collection in connection with investigations.

The Glossary at paragraph 10 below sets out the meaning of terms used in the Data Protection Act 1998 which are used in this Policy.

- NetWatch provide the client with the ability to retrieve and analyse public data via ToolSuite.
- At no point will ToolSuite ever seek to provide access to information held on 'private' social networking accounts.
- NetWatch Global will act as a Data Processor via ToolSuite, the end user will be the Controller of this data.

- It is the client's duty to ensure that tools provided by NetWatch are used in line with local laws and do not infringe on the rights of the data subject.
- It is the client to ensure that any monitoring is only undertaken when there is an acceptable use case.

2. WHAT DATA IS COLLECTED?

NetWatch Global does not collect or store personal data which is not relevant to its Clients' instructions. For example, posts to social media which are returned in searches but not deemed relevant to the investigation will not be recorded.

Personal data is reviewed in a live feed by trained handlers who determine what personal data is appropriate to be reported.

NetWatch Global undertakes checks against publicly available material to ensure that the data subject identified is the intended target of the investigation.

3. WHERE IS DATA COLLECTED FROM?

A party who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data is, or are to be, processed.

SCHEDULE 4 PROCESSING SCOPE, PURPOSE & CONTENT

1. Processing by the Supplier

The provision of Open Source & Social Media (OSINT) SaaS based tools.

2. Scope

NetWatch Global ToolSuite provides a range of OSINT tools via a Software as a Service (SaaS) based platform. The tools are designed to locate and analyse open source and social media data and information of persons of interest. The tools will use personal data to retrieve OSINT from a range of leading social media and open source data assets.

3. Nature

OSINT collection and analysis versus a range of tools including:

- Privacy Checker – establishing the privacy settings associated with a nominated social media account.
- Profile Finder – locating the associated social media accounts for an individual based on a number of contact details.
- Profile Finder+ - locating a fully attributed social media account(s) for an individual based on an email address or mobile number.
- Temporary Intelligence Capture (TIC) – the ongoing capture of Instagram Stories posts from an individual.
-

4. Purpose of Processing

Self-service and analytics.

5. Duration of the Processing

90-day Trial Period and if desired subsequently a 12-month rolling contract term.

6. Types of Personal Data

- Email address
- Phone
- First name
- Middle name
- Last name
- Country code
- State code
- City
- Username
- Age

7. Categories of Data Subject

Customers, Applicants, Third Parties, Persons of Interest, Suppliers, Other