



VERSION 1.0 UPDATED DECEMBER 2020

IMPORTANT NOTICE: All prospective Clients are subject to NetWatch's vetting process. These terms are subject to contract and will only be binding when a Master Agreement Execution Page is signed by both parties.

BACKGROUND

- (A) NetWatch has developed the ToolSuite Platform as a software as a service platform, which it makes available to Clients solely for the purpose of enabling their lawful investigations and monitoring of persons of interest relating to fraud and financial crime investigations.
- (B) The Client wishes to access the ToolSuite Platform as part of its business operations in accordance with the terms of the Agreement.

AGREED TERMS

1. Master Agreement Overview

- 1.1 The Master Agreement Execution Page, the terms set out in this Master Agreement and all Service Orders entered into by the parties shall together form one agreement (the "**Agreement**").
- 1.2 This Agreement governs all purchases of the Services from NetWatch. No conflicting, additional or other terms or conditions shall apply unless agreed by the parties in writing and signed by their authorised representatives.
- 1.3 The parties may vary this Master Agreement for the purpose of a specific Service Order provided the Service Order states clearly: (i) the provision of this Master Agreement that is being varied; and (ii) how that provision is being varied. Any such variation shall take effect only in respect of that Service Order and will not affect this Master Agreement in relation to any other Service Order. In all other cases, if there is any conflict or inconsistency between different parts of this Master Agreement, the following order of priority shall apply from highest to lowest: (i) the relevant Service Order; (ii) the

Schedules to this Master Agreement; and (iii) the Clauses of this Master Agreement.

- 1.4 Each Service Order submitted by the Client to NetWatch is an offer by the Client to purchase specific Services on these terms. NetWatch shall be deemed to have accepted a Service Order if NetWatch confirms to the Client its acceptance of the relevant Service Order in writing (which may be by e-mail).

2. Master Agreement Term and Service Order Term

- 2.1 This Master Agreement shall commence on Master Agreement Start Date and, subject to Clauses 2.5 and 13, will continue in force unless and until terminated by either party at any time on giving no less than 60 days' notice in writing (the "**Master Agreement Term**").
- 2.2 At any time during the Master Agreement Term, the parties may enter into Service Orders for the Services.
- 2.3 A Service Order shall commence on the start date set out in the Service Order, and shall continue for a period of twelve (12) months (the "**Service Order Initial Period**"), and thereafter shall automatically renew for successive periods of twelve (12) months unless and until terminated in accordance with Clauses 2.4, 2.5 or 13 (the "**Service Order Term**").
- 2.4 At any time after the expiry of the Service Order Initial Period, either party may terminate a Service Order without payment of compensation or damages at any time on giving no less than 60 days' notice in writing.
- 2.5 Either party may terminate this Master Agreement or individual Service Order in



accordance with any express termination rights given under this Agreement or in accordance with law.

3. Right to use the ToolSuite Platform

3.1 In consideration of the Charges paid by the Client, NetWatch grants the Client a non-exclusive, non-transferable worldwide licence during the Service Order Term to access and use and to permit its respective Authorised Users to access and use the ToolSuite Platform and ToolSuite Reports solely for the purposes of:

- (a) the Client's lawful investigations relating to persons of interest ("POI") for the purposes set out in the approved Use Case(s), and specifically for the monitoring and investigation of the POI's associated open source and social media accounts; and
- (b) the Client's business operations in accordance with the terms of this Agreement,

(together, the "**Permitted Purpose**").

4. Client Obligations

4.1 The Client warrants it has the right to enter into this Agreement and will comply with all applicable local, national and international Laws, including without limitation, Applicable Data Protection Law.

4.2 The Client shall not, and shall procure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;

- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property,

and NetWatch reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to the ToolSuite Platform, or any part thereof, should the Client do so.

4.3 The Client shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the ToolSuite Platform in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the ToolSuite Platform; or
- (b) access all or any part of the ToolSuite Platform in order to build a product or service which is the



same or substantially the same as, or competes with, the ToolSuite Platform;

- (c) use the ToolSuite Platform to provide services to third parties;
- (d) unless otherwise expressly permitted in this Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users;
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services; or
- (f) use the Services or ToolSuite Reports for any illegal purpose.

4.4 The Client shall:

- (a) use all reasonable endeavours to prevent any unauthorised access to, or use of, login credentials for the Services and, in the event of any such unauthorised access or use, promptly notify NetWatch;
- (b) 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 obligations under this Agreement which it deems in its reasonable opinion to be unlawful; and
- (c) promptly notify NetWatch of any breach of, or inability to comply with, Applicable Data Protection Law.

4.5 The Client acknowledges that:

- (a) the ToolSuite Platform is intended to enable the investigation and monitoring of Persons of Interest (POI) relating to fraud and financial crime investigations;
- (b) it is directly responsible for adherence to, and enforcement of, third party standard terms, privacy notices and conditions of use as they pertain to social media sites and any underlying third party data sources relating to Client Data and ToolSuite Reports;
- (c) it must be protective of NetWatch, particularly relating to the licence granted at Clause 3.1 and the Permitted Purpose for processing of Client Data via the ToolSuite Platform;
- (d) the ToolSuite Platform enables and assists it to access the open source content and services from publically available third-party website platforms and such content may be contained in the ToolSuite Reports, and that it does so solely at its own risk. NetWatch makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of (including any onward use of) such content from third-party websites. Any use of the content (insofar as the content is contained in the ToolSuite Report) is between the Client and the relevant third party, and not the ToolSuite Platform. NetWatch recommends that the Client refers to the third party's website terms and conditions and privacy notices prior to using the relevant third-party content contained in the ToolSuite Report. NetWatch does not endorse or approve any third-party website nor the content of any of the third-party



website made available via the ToolSuite Platform or the ToolSuite Reports; and

- (e) ToolSuite Reports are provided on an 'as is' basis and NetWatch does not warrant or represent to the Client or any third party that the information contained within ToolSuite Reports are accurate and true.

4.6 In the terms of this Agreement if a Client makes any claim, representation or warranty regarding the 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.

5. Acceptable Use Policy

- 5.1 Neither Client, nor an Authorised User, may use the Services:
 - (a) in a way prohibited by law, regulation, governmental order or decree;
 - (b) to violate the rights of others;
 - (c) to try to gain unauthorized access to or disrupt any service, device, data, account or network;
 - (d) to spam or distribute malware;
 - (e) in a way that could harm the Services or impair anyone else's use of it; or
 - (f) to assist or encourage anyone to do any of the above.

5.2 Violation of this Clause 5 may result in suspension of access to the Services. NetWatch will suspend access to the Services only to the extent reasonably necessary. Unless NetWatch believes an immediate suspension is required, NetWatch will provide reasonable notice before suspending the access to the Services.

6. NetWatch Obligations

6.1 NetWatch undertakes throughout a Service Order Term to provide access to the ToolSuite Platform.

6.2 NetWatch shall use commercially reasonable endeavours to make the ToolSuite Platform available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Working Hours, provided that NetWatch has used reasonable endeavours to give the Client at least 6 Normal Working Hours' notice in advance.

6.3 NetWatch:

- (a) 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 Services may cause to any hardware or software when used together or otherwise;
- (b) does not warrant that:
 - (i) the Client's use of the Services will be uninterrupted or error-free; or



- (ii) that the Services, ToolSuite Reports and/or the information obtained by the Client through the ToolSuite Platform will meet the Client's requirements;
 - (c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - (d) shall not be liable for any loss, damage, expense, cost or other liability incurred or suffered by the Client in reliance upon or use of a ToolSuite Report (or any information, data or results contained within a ToolSuite Report) produced, generated or obtained via the ToolSuite Platform.
- 6.4 This Agreement shall not prevent NetWatch from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 6.5 In providing the Services, NetWatch shall operate as, and having the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Client.
- 6.6 NetWatch may, in its sole discretion and at any time, modify or make changes to the Services. NetWatch will use commercially reasonable efforts to provide at least 30

(thirty) days' notice to the Client of any change that materially affects the functionality of the Services.

7. Invoicing and Payment

- 7.1 The Client shall pay the Charges in accordance with the Service Order. All payments due shall be paid by the Client to NetWatch in full and cleared funds without any deduction, withholding or set off within thirty (30) days of receipt of the invoice from NetWatch.
- 7.2 The maximum number of Authorised Users is set out in the Service Order and the Client acknowledges that in the event it exceed the permitted number of Authorised Users, NetWatch is entitled to invoice the Client for additional Charges.
- 7.3 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.
- 7.4 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.
- 7.5 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.

7.6 All payments payable by Client to NetWatch under a Service Order will become due immediately on its termination.

7.7 NetWatch reserves the right to amend the Charges from time to time.

8. Client Data

8.1 The Client retains all right, title and interest in and to all of the Client Data that is not personal data and has sole responsibility for the legality, reliability, integrity, accuracy and quality of all Client Data.

9. Data Protection

9.1 The parties acknowledge that:

- (a) in order to provide the Services in a timely and accurate manner, NetWatch maintains its own databases, to the extent any personal data is contained on these databases, NetWatch acts as a data controller of this personal data (the "**NetWatch Controller Data**");
- (b) to the extent that a ToolSuite Report contains any NetWatch Controller Data, the Client will process the NetWatch Controller Data as a separate and independent controller in accordance with the Controller Terms;
- (c) the Client (as a controller) appoints NetWatch (as a processor) to process the Processor Data. The parties will comply with the Processor Terms in relation to the Processor Data; and
- (d) to the extent a ToolSuite Report contains any personal data, it may

contain both Processor Data and NetWatch Controller Data.

9.2 The Client will ensure it has the right to transfer, or provide access to, the Processor Data for the purposes contemplated in this Agreement (and where required, has obtained any necessary consents or authorisations to do so).

9.3 Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

10. Intellectual Property

10.1 The Client acknowledges and agrees that NetWatch and/or its licensors own all Intellectual Property Rights in the ToolSuite Platform. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the ToolSuite Platform.

11. Indemnity

11.1 The Client shall indemnify and hold NetWatch harmless from any claims brought against NetWatch that:

- (a) relate to Client's use of the Services or ToolSuite Reports; or
- (b) the Client has failed to comply with applicable local, national, and international Laws.

11.2 NetWatch shall indemnify and hold Client harmless from any successful claim made against it that:

- (a) the ToolSuite Platform 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 Clause 15 below.

11.3 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 Clause 11, 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.

12. Limitation of Liability

12.1 This Clause 12.1 together with Clauses 12.2 and 12.4 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.

12.2 Nothing in this Agreement shall in any way exclude or limit NetWatch’s or the Client’s liability to the other for death or personal injury caused by NetWatch’s or the Client’s negligence; fraud or for fraudulent misrepresentation; or any matter for which a party is not permitted by law to exclude or limit or to attempt to exclude or limit its liability.

12.3 Without prejudice to Clause 12.2 above, nothing in this Agreement will operate to exclude or restrict NetWatch’s or the Client’s liability under Clause 11 (Indemnity).

12.4 Neither party will have any liability to the other party 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, reputation or goodwill;
- (e) any loss of or corruption of data;
- (f) any account of profits;
- (g) any indirect, special or consequential loss or damage howsoever caused whether or not such loss is covered in Clauses 12.4(a) to 12.4(f) above; or
- (h) any losses arising as a result of any third party bringing a claim in respect of any of the above types of loss.



12.5 Subject to Clauses 12.2, 12.3 and 12.4, and without prejudice to the Client's obligation to pay the Charges, each party's maximum aggregate liability 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 Charges 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 Charges paid over the previous months multiplied by 12.

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

12.7 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 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.

12.8 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.

13. Termination

13.1 In any of the circumstances in Clause 13.2 or 13.3, NetWatch or the Client (as applicable) may terminate:

- (a) the Master Agreement (including all Service Orders that are in force at the date of termination); or

- (b) one or more specific Service Orders,

by giving notice to the other party.

13.2 Either party may immediately exercise their rights to terminate in accordance with Clause 13.1 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;
- (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) (in the case of NetWatch), if the Client's financial position deteriorates to such an extent that in NetWatch's reasonable opinion the Client's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy;
- (e) 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.

13.3 NetWatch shall be entitled to exercise its
rights to terminate in accordance with
Clause 13.1:

- (a) where the Client has failed to pay
undisputed Charges due within 30
(thirty) Business Days and
NetWatch has provided the Client
with a further 30 (thirty) Business
Days' written notice that it intends
to terminate the Agreement if the
amounts due are not paid to it;
- (b) immediately, if in NetWatch's
opinion, the Client is in breach of
any applicable Law (whether it be a
major or minor breach).

14. Consequences of Termination

14.1 Expiry of the Master Agreement Term shall
not affect any Service Orders that are in
force at that time and the relevant terms of
the Master Agreement shall remain in force
in respect of such existing Service Orders
until such times as such Service Orders
expire or are terminated in accordance the
Master Agreement or law. Expiry or
termination of an individual Service Order
shall not affect the rest of this Master
Agreement or any other Service Orders in

force at the time. The expiry or termination
of this Master Agreement or a Service Order
shall not affect any accrued rights,
obligations, remedies or liabilities of the
parties.

14.2 All Clauses of this Master Agreement and
Paragraphs of a Service Order that are
intended either expressly or by implication to
survive expiry and termination shall remain
in full force and effect.

14.3 On termination of a Service Order for any
reason whatsoever:

- (a) the Client shall within 30 (thirty)
Business Days of the date of
termination pay to NetWatch all
amounts properly invoiced by
NetWatch to the Client prior to the
date of the said notice and not yet
paid;
- (b) all rights granted to the Client under
the Service Order shall cease;
- (c) the Client shall cease immediately
cease using the Services permitted
under the Service Order;
- (d) 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 ToolSuite Reports are
not Confidential Information; and



- (e) NetWatch shall comply with the NetWatch obligations under Paragraph 10 of the Processor Terms in respect of deletion of Processor Data.

14.4 Where this Agreement is terminated in accordance with Clause 13.2(b) or Clause 13.3(b) and subject to any legal or court prohibition requiring otherwise, the Client must delete any and all reports and data (including, but not limited to ToolSuite Reports) generated through the Client's use of the Services or as a result of this Agreement.

14.5 The provisions of this Clause 14 shall be without prejudice to any other rights or remedies of either party howsoever arising out of the termination of this Agreement.

15. Confidentiality

15.1 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.

15.2 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.

15.3 The obligations of confidentiality in this Clause 15 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 Master Agreement Start 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.

16. Force Majeure

16.1 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 16. Save as provided in Clause 16.4 below, a Force Majeure will not entitle either party to terminate this Agreement.

16.2 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.



16.3 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.

16.4 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.

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.

17.3 If any provision of this Agreement is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of this Agreement illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.

17.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

17.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.



18. Contract Administration

- 18.1 NetWatch may assign, subcontract or otherwise deal with its rights and/or obligations under this Agreement without the Client's prior written consent.
- 18.2 The Client may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without NetWatch's 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 and delivered by hand with signature obtained on delivery, by first class post (or equivalent), or by email to the applicable address set out on Master Agreement Execution Page.

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. Public Disclosure of Agreement

- 20.1 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.

21. Interpretation

- 21.1 In this Agreement the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" have the meanings given in Applicable Data Protection Law;

"Agreement" has the meaning set out in Clause 1.1;

"Applicable Data Protection Law " means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, and including, as applicable, (i) Regulation 2016/679 (General Data Protection Regulation) (the "GDPR"); (ii) from the end of the transition period as defined in Article 126 of the EU-UK Withdrawal Agreement, the UK GDPR as it applies in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **"UK GDPR"**); and (iii) any and all applicable national data protection laws made under or pursuant to (i) or (ii) in each case as may be amended or superseded from time to time;

"Authorised Users" those employees, agents and independent contractors of the Client who are authorised by the Client to use the ToolSuite Platform, the maximum



number of which is set out in the Service Order;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in the City of London;

"Charges" means the fees payable by the Client for use of the Services as set out in the Service Order and payable in accordance with Clause 7;

"Client Data" means the data inputted by the Client, Authorised Users, or NetWatch on the Client's behalf for the purpose of using the ToolSuite Platform or facilitating the Client's use of the ToolSuite Platform;

"Confidential Information" means:

- (a) the existence and terms of this Agreement;
- (b) all information disclosed to the relevant party or on behalf of the other party in connection with this Agreement and which relates to the provisions of this Agreement, the negotiations relating to this Agreement or the subject matter of this Agreement;
- (c) know-how, secret processes and inventions disclosed to the relevant party or on behalf of the other party in connection with this Agreement;
- (d) all other information disclosed to the relevant party or on behalf of the other party (whether before or after the date of this Agreement) which is marked as or has been otherwise indicated to be confidential or which derives value to a party from being confidential or which would be regarded as confidential by a reasonable business person;

"Controller Terms" means the terms set out in Schedule 2;

"Force Majeure" means any fire, flood, earthquake, act of God, war, governmental act (other than a change of applicable law) IT systems failure, riot, civil disorder, rebellion or revolution, in each case which is beyond a party's reasonable control or any other event of a similar nature beyond a party's reasonable control and to which it did not contribute (whether by causing or failing to prevent that event);

"Intellectual Property Rights" means patents, petty patents, utility models, trade marks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, semi-conductor topography rights, trade or business names, domain names, website addresses whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

"Laws" means statutes, statutory instruments, regulations, orders, and other legislative provisions in any jurisdiction including any delegated or subordinate legislation, and any judgment of a relevant court of law or decision of a tribunal or competent authority;

"Master Agreement Execution Page" means the execution page of this Agreement detailing the parties, Master Agreement Start Date, URL link to these agreed terms address for notices and execution;

"Master Agreement Start Date" means the start date set out in the Master Agreement Execution Page, or if no start date is specified, the latest date of signature on the Master Agreement Execution Page;



"Master Agreement Term" has the meaning set out in Clause 2.1;

"NetWatch Controller Data" has the meaning set out in Clause 9.1(a);

"Normal Working Hours" means between 9.00 am and 5.00 pm on any Business Day;

"Permitted Purpose" has the meaning set out in Clause 3.1;

"Processor Data" means any personal data contained within: (i) Client Data; and (ii) a ToolSuite Report (excluding any NetWatch Controller Data);

"Processor Terms" means the terms set out in Schedule 3;

"Service Order" means a written order for the ToolSuite Platform services submitted by the Client to NetWatch in substantially the same for as set out in Schedule 1;

"Service Order Initial Period" has the meaning set out in Clause 2.3;

"Service Order Term" has the meaning set out in Clause 2.3;

"Services" means the Support Services (if any) and the ToolSuite Platform (as applicable);

"Support Services" means those support services specified in the Service Order;

"ToolSuite Platform" means the SaaS based platform consisting of the products selected in the Service Order;

"ToolSuite Report" means any report, information or output of any type generated by the ToolSuite Platform;

"Use Case" are those use cases approved by NetWatch as set out in the Service Order; and

"Virus" means any item, software, device or code which is intended by any person to, or which is likely to, or which may:

- (a) impair or prevent the operation of any software or computer systems;
- (b) cause loss of, or corruption or damage to any software or computer systems or data;
- (c) prevent access to any software or computer system or data; or
- (d) damage the reputation of ToolSuite;

including any computer virus, Trojan horse, worm, software bomb, authorisation key, licence control utility or software lock.

21.2 In this Agreement:

- (a) a reference to a provision of law is a reference to that provision as extended, applied, amended or enacted from time to time and includes any subordinate legislation;
- (b) the singular includes the plural and vice versa;
- (c) words denoting persons include bodies corporate and unincorporated associations of persons;
- (d) references to this Agreement or any other agreement or document are to this Agreement or such other agreement as it may be varied, amended, supplemented, restated, renewed, novated or replaced from time to time;



(e) references to a party to this Agreement include a reference to its successors and assigns;

(f) the word "including" is by way of illustration and emphasis only and does not operate to limit the generality or extent of any other words or expressions;

(g) references to Clauses and Schedules refer to clauses of and schedules to this Agreement; and

(h) the headings in this Agreement do not affect interpretation.



Schedule 1– Service Order Template

Service Order Template

Service Order Number:	[Insert]
Start Date:	[Insert Date]
ToolSuite Platform Product:	[Insert]
Support Services:	[Insert]
Authorised Users:	[Insert maximum number]
Charges:	[Insert]
Use Case(s):	<ul style="list-style-type: none"><input type="checkbox"/> prevention or detection of crime or apprehension or prosecution of offenders;<input type="checkbox"/> investigations in relation to a task carried out in the public interest;<input type="checkbox"/> investigations on the basis of protecting the vital interests of an individual or in the exercise of official duty vested in the Client;<input type="checkbox"/> criminal investigations; or<input type="checkbox"/> other [insert].
Additional Comments:	[Insert if applicable]



Schedule 2 – Controller Terms

To the extent a ToolSuite Report contains any NetWatch Controller Data, this Schedule sets out the terms upon which the Client may process the NetWatch Controller Data as a separate and independent controller.

1. Relationship of the parties: To the extent a ToolSuite Report contains any NetWatch Controller Data, the Client will process the NetWatch Controller Data as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the NetWatch Controller Data as joint controllers.
2. Security: Client shall implement appropriate technical and organisational measures to protect the NetWatch Controller Data from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the NetWatch Controller Data (a "**Controller Security Incident**").
3. Subcontracting: The Client may, at its election, appoint third party processors to process the NetWatch Controller Data for the Permitted Purpose(s), provided that such processors: (a) agree in writing to process the NetWatch Controller Data in accordance with the Client's documented instructions; (b) implement appropriate technical and organisational security measures to protect the NetWatch Controller Data against a Controller Security Incident; and (c) otherwise provide sufficient guarantees that they will process the NetWatch Controller Data in a manner that will meet the requirements of Applicable Data Protection Law.
4. Cooperation: In the event that either party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the NetWatch Controller Data by NetWatch to the Client for the Permitted Purpose(s); or (b) processing of the NetWatch Controller Data by the other

party, it shall promptly inform the other party giving full details of the same, and the parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.

5. International transfers: The Client shall not process any NetWatch Controller Data (nor permit any NetWatch Controller Data to be processed) in a territory outside of the United Kingdom or EEA unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

Survival: This Schedule shall survive termination or expiry of the Agreement.

Schedule 3 – Processor Terms

This Schedule sets out the terms upon which the Client (as controller) appoints NetWatch (as the processor) to process the Processor Data.

1. Purpose limitation: NetWatch shall process the Processor Data as a processor as necessary to perform its obligations under this Agreement and strictly in accordance with the documented instructions of the Client (the "**Instructions**"), except where otherwise required by any United Kingdom, EU (or any EU Member State) law applicable to NetWatch. NetWatch shall immediately inform the Client if it becomes aware that the Client's processing instructions infringe Applicable Data Protection Law.
2. Scope of the processing: The scope of the processing by NetWatch carried out under this Agreement is as follows:
 - (a) scope, nature and purpose of processing: to provide the Services;
 - (b) duration: for the term of the applicable Service Order; and



- (c) types of personal data and categories of individuals: this will depend on the Service provided, but may include by way of example, persons of interest and their associated email address, phone, first name, middle name, last name, country code, state code, username and age.
3. International transfers: NetWatch may process the Processor Data (and permit the Processor Data to be transferred) outside of the United Kingdom, so long as it takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.
4. Confidentiality of processing: NetWatch shall ensure that any person that it authorises to process the Processor Data (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Processor Data who is not under such a duty of confidentiality.
5. Security: NetWatch shall implement and maintain appropriate technical and organisational measures to protect the Processor Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Processor Data (a "**Processor Security Incident**").
6. Subprocessing: Client consents to NetWatch engaging third party subprocessors to process the Processor Data provided that: (i) NetWatch maintains an up-to-date list of its subprocessors at netwatchglobal.app/data, which it shall update with details of any change in subprocessors at least 10 days' prior to any such change; (ii) NetWatch imposes data protection terms on any subprocessor it appoints that require it to protect the Processor Data to the standard required by Applicable Data Protection Law; and (iii) NetWatch remains liable for any breach of this Schedule that is caused by an act, error or omission of its subprocessor. The Client may object to NetWatch's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, NetWatch will either not appoint or replace the subprocessor or, if this is not possible, Client may suspend or terminate the applicable Service Order(s) (without prejudice to any fees incurred by Client prior to suspension or termination).
7. Cooperation and data subjects' rights: NetWatch shall provide all reasonable and timely assistance to the Client (at the Client's expense) to enable the Client to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Processor Data. In the event that any such request, correspondence, enquiry or complaint is made directly to NetWatch, NetWatch shall promptly inform the Client providing full details of the same.
8. Data Protection Impact Assessment: NetWatch shall provide reasonable cooperation to the Client (at the Client's expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.
9. Processor Security Incidents: Upon becoming aware of a Processor Security Incident, NetWatch shall inform the Client without undue delay and shall provide reasonable information and cooperation to the Client so that the Client can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data



Protection Law. NetWatch shall further take such any reasonably necessary measures and actions to remedy or mitigate the effects of the Processor Security Incident and shall keep the Client informed of all material developments in connection with the Processor Security Incident.

10. Deletion of Processor Data: Upon termination or expiry of a Service Order, NetWatch shall destroy all Processor Data in its possession or control. This requirement shall not apply to the extent that NetWatch is required by applicable Law to retain some or all of the Processor Data, or to Processor Data it has archived on back-up systems, in which event NetWatch shall securely isolate and protect from any further processing except to the extent required by such law until deletion is possible.
11. Audit: Upon Client's request, provide such information as is reasonably necessary to enable the Client to satisfy itself of NetWatch's compliance with this Schedule 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 ToolSuite Platform referred to in this Schedule 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.