aIDentix Terms and Conditions for Corporate Clients

These Terms and Conditions ("Terms and Conditions") contain the main provisions of the Agreement between **"aIDentix" ltd.** and it's corporate clients ("Partners") (together "the Parties" and each one "a Party").

"aIDnetix" ltd. ("aIDentix" or "Provider") is Bulgarian company registered in the Commercial Register at the Registry Agency under **UIC 204788710**, with mailing address: **5A Baku str, floor 6, 1700 Sofia, Bulgaria.**

I. Definitions and Abbreviations

Except as otherwise expressly provided in the Agreement:

"Affiliate" means any individual, company, partnership or other legal entity of any type that controls, is controlled by or is under common control with a party, where "control" is understood as the ability to exercise decisive influence on an undertaking, in particular by ownership or the right to use all or part of the assets of an undertaking, or by rights or contracts which confer decisive influence on the composition, voting or decisions of the organs of an undertaking.

"aIDentix" or "Provider" means the party offering the Services, identified as such in the applicable Agreement, and acting as a Data Controller.

 "Agreement" means a legal instrument, regardless of its title, that outlines the details of Services to be provided, the duration of the Agreement, payment terms, and the Charging Method, incorporating these Terms and Conditions.

"Appendix" means any document attached to these Terms and Conditions or to the Agreement, forming an integral part of the Agreement.

"Application" means a mobile or web interface developed by aIDentix that can be installed on an End User's Device or accessed via a browser, enabling the User to access and use the services provided by aIDentix.

"Business Day" and **"Business Hours"** means any weekday other than a bank or public holiday in Bulgaria. Business Hours are from 09:00 to 17:00 EET (or EEST during summer) on a Business Day.

"Client" and "Corporate Client" means the Client listed in the applicable Agreement, referring to any form of legally recognized business organization, which may also act as a separate Controller

of the personal data received from aIDentix. The Corporate Client is a legal entity that enters into the Agreement with the Provider during its business operations or commercial activities.

"End User Data" means all data, works and materials uploaded or stored on the Platform by the Customer or its End Users; transmitted by the Platform at the Client's direction; provided by the End User to the Provider for processing, uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the End User's use of the Services.

"End User Personal Data" means any Personal Data that is processed by the Provider as a Controller in relation to the Agreement. The Client may also process personal data received from the Provider as a separate Controller.

"Charges" means the following amounts:

a) Amounts specified in the applicable Agreement for Services;

b) Amounts mutually agreed upon in writing by the parties charged from time to time.

"Charging Method" means the agreed payment method for Charges, specified in the applicable Agreement, which can be:

a) Pre-paid billing: The Client pays upfront for an agreed amount of Services usage;

b) Cyclic billing: The Client pays periodically for agreed usage of Services after a billing cycle; balance is paid per actual usage; unused balance is neither rolled over, refunded, nor adjusted in the following month.

"Confidential Information" means the information disclosed by either party, in writing, orally or otherwise, marked as confidential or which should have been reasonably understood to be confidential by the party in receipt of such disclosure. This may include, but is not limited to, trade secrets, computer programs and code, scripts, algorithms, operational features and modes, developments, inventions, techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance data, documentation, product and service details, and information related to vendors, employees, consultants, customers, prospects, know-how, ideas, technical data, business strategies, pricing information, financial data, and marketing plans.

"Controller" has the meaning given to it under the GDPR.

"End User" means a natural person who uses the services provided on the Platform to the Client. An End User may be an employee, customer, agent or otherwise related to the Client.

"Customization(s)" means a customization of the Services, whether made through the development, configuration or integration of software or otherwise.

"Applicable Data Protection Legislation" includes all applicable laws relating to the processing, privacy and/or use of Personal Data, including but not limited to GDPR, DPA, etc., and any laws that supersede, expand, re-enact, consolidate or amend any of the foregoing.

"Defect" refers to any error, flaw, or deficiency in the Services that causes them to fail to perform in accordance with the agreed specifications or standards, resulting in a material disruption or degradation of the functionality or performance of the Services as contemplated by the agreed specifications or standards.

"Devices" means hardware products, or parts thereof designed to connect to the interfaces of public electronic communications networks. These devices typically include mobile phones or other smart devices that meet the technical requirements for the normal installation and operation of the Application and the Platform.

"Documentation" means any documentation, and all API (Application Programming Interface) documentation, containing details of functions, classes, data types, parameters or any other information provided for the effective use of the Services.

"EEA" means the European Economic Area including the United Kingdom.

"Effective Date" means the date of the parties' execution of the applicable Agreement incorporating these Terms.

"Electronic Identification," "Digital Identification," "Trust Services," and all other terms used in these Terms and Conditions shall have the meanings set forth in the respective applicable regulations such as, but not limited to, Regulation (EU) No. 910/2014).

"Force Majeure" means events or circumstances beyond the control of the parties hereto, including, but not limited to, natural disasters, war, terrorism, telecommunications outages, failure of Internet service providers or any law, order, regulation or other action of any supervisory authority or agency, or other force majeure events.

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679), including the version of the same transposed into the UK law pursuant to the European Union (Withdrawal) Act 2018.

"Intellectual Property Rights" has the meaning ascribed to it in applicable national and European regulations and refers to the legal rights granted to individuals or entities in their creations, inventions and works, which include but are not limited to copyrights, trademarks, patents, trade secrets, design rights, services, software and other proprietary rights. These rights protect the use, reproduction and distribution of intellectual property and specifically cover software, algorithms, models and machine learning (ML) models.

"Malicious Actions" means any deliberate actions or behaviours intended to cause harm, damage, or unauthorized access to systems, data, or services. This includes, but is not limited to,

hacking, introducing malware, phishing, data breaches, and other forms of cyberattacks or fraudulent activities.

"Notice" means any notice, request, consent, approval, or other communication required or permitted under these Terms and Conditions and any applicable Agreement.

"Personal Data" has the meaning given to it under the GDPR.

"Platform" means the system managed by the Provider to deliver the Services, which includes the Application and database software, system and server software, and the computer hardware where these software components are installed.

"Processor" has the meaning ascribed to it under the GDPR - the entity that processes Personal Data on behalf of the Controller.

"Product(s)" means any or all the Services specified in the Agreement and the Annexes hereto.

"Services" means Digital Identity Verification, and Anti-Money Laundering (AML) checks on individuals using a passport, national identity card or driver's license. These Services are provided subject to these Terms and Conditions and any applicable Agreement. The Services may be accessed via the Internet or installed on the Client's own infrastructure.

"Support Services" means assistance related to using the Services and identifying and resolving errors, in accordance with the Provider's support policy, which is available on request but excluding training services.

"Supported Web Browser" means the browsers specified by the Provider that are compatible for use of the Services, which may include the current or latest version of Mozilla Firefox, Google Chrome, Apple Safari or any other web browser.

"Term" means the duration of the Agreement as specified in the applicable Agreement.

"Third Party Services" means any Products or Services ancillary to the Provider's Services, which may include Products or Services provided by the Provider's sub-processors.

"Update" means a hotfix, patch or version update to any Platform software.

"Upgrade" means a major version upgrade of any Platform software.

II. Services

1. An order for Services shall be placed using an Agreement. aIDentix shall prepare Agreement to include a description of the type and details of the Services being purchased, the applicable charges, the Charging Method, and any other relevant terms or conditions.

2. In accordance with the terms of the Agreement, aIDentix shall grant the Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable, and term-limited right to access

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the Services via a Supported Web Browser. This right shall be solely for the purpose of identity and document verification of the Client's End Users, as detailed in the Agreement, during the Term.

3. The Client shall acknowledge that aIDentix is not responsible for any data communicated to or transmitted through the Services.

4. When, at the Client's request, digital identity verification and trust services are provided to the Client's End Users - such as its employees, suppliers, and others for their interactions with End Users, aIDentix shall enter into separate agreements with these individuals. However, the Services will be invoiced to and paid for by the Client in accordance with the provisions these Terms and Conditions.

III. Rights and obligations of the parties

Obligations of aIDentix:

5. To fulfil the terms outlined in the Agreement and to provide services to the Client and its End Users in good faith and in compliance with applicable laws.

6. To notify the Client in advance about planned events or changes to its systems that could impact the performance of the Agreement.

7. To inform the Client in advance of any technical issues or other factors within its systems that could hinder or prevent the normal provision of aIDentix's services to the Client and/or its End Users, or otherwise affect the performance of the Agreement, as well as providing timelines for their resolution.

8. To provide the Client with the necessary assistance, information, and documents needed to fulfil its legal obligations and/or protect its rights and legitimate interests in the event of a dispute with an End User related to an agreement with the Client or the use of the Client's services through the Application.

Rights of aIDentix:

9. To receive from the Client the necessary information and assistance required to fulfil its obligations under the Agreement.

10. To be compensated for the services provided to the Client or its users in accordance with Section "Payments" of these Terms and Conditions.

11. To implement preventive measures aimed at improving the functionality of the Services and/or related integrations, connections, launching new or improved versions for service consumption, etc., in accordance with the service level agreements (SLAs) and with prior notice.

Obligations of the Client:

12. To fulfil all obligations stipulated in the Agreement and conduct activities in good faith, complying with the terms of the Agreement and any applicable laws.

13. To provide aIDentix with the necessary assistance, information, and documents required for aIDentix to meet its legal obligations or to protect its rights and legal interests.

14. To implement all reasonable security measures necessary to prevent unauthorized access to the Services.

Rights of the Client:

15. To receive from aIDentix the necessary information and assistance needed to fulfil its obligations under these Terms and Conditions and relevant Agreement.

16. To be promptly informed of any technical issues in aIDentix's systems (related to the Application and the Platform) or any factors that could impede or prevent the normal functioning of the Application and the Platform, along with the expected timelines for resolving such issues when they are within aIDentix's control.

Additional Obligations and Restrictions

17. The Client shall not use the Services in any manner that could damage the Services or Platform, or impair their availability or accessibility.

    i.   The Client shall not use the Services for any malicious actions, unlawful, illegal, fraudulent, or harmful purposes and activities;

    ii. The Client shall agree to use the Services only for authorized and lawful purposes in compliance with all applicable laws, regulations and any acceptable use policies that aIDentix may incorporate from time to time into these Terms and Conditions.

18. Except as explicitly permitted in the Agreement, the Client's right to access and use the Services shall be subject to the following restrictions:

    i.   The Client shall not sublicense its rights to access or use the Services;

    ii. The Client shall not permit any unauthorized individuals to access or use the Services;

    iii. The Client shall not republish or redistribute any content or material from the Services;

    iv. The Client shall not alter or attempt to alter the Platform or the Application.

19. The Client shall have no right to access any software code, including object code, intermediate code, or source code, either during or after the Term.

IV. Payments

20. The Client shall agree to pay the Charges and fees specified in the Tariff according to the payment terms outlined. The Charges shall be invoiced as detailed in the Agreement based on the agreed Charging Method, and the Client shall pay aIDentix within fourteen (14) days of receiving an invoice.

21. The use of services under the Agreement shall be reported to the Client and billed when a billing event occurs.

22. The Tariff shall be subject to periodic updates, for which aIDentix shall notify the Client at least one month before the changes take effect. During this period, the Client shall have the right to terminate the Agreement with two weeks' written notice if the changes impact their operations and are unacceptable to them.

23. Changes to the Tariff shall not affect any agreed packages during their validity period.

24. All prices listed in the Tariff and/or the Agreement shall be exclusive of VAT, import and export taxes that may be applicable in connection with the provision of the Services under the Agreement, except for aIDentix's profit tax in the country of its registration.

25. A billing event shall occur when a service request is received in aIDentix's systems from the End User, regardless of the outcome of the service or the actions of the End User (e.g., identification completed, document delivered, identification denied, document withdrawn, deadline expired, etc.).

26. The Client shall acknowledge that, in the case of pre-paid billing, any unused balance in the Client's account will automatically expire upon termination of the Agreement. The Client shall (i) not be entitled to a refund or credit for the unused balance and (ii) will not be able to roll over any unused or unprocessed balance into any extended Term or any future agreement with aIDentix unless the Client pays twenty-five percent (25%) of the unused balance. This percentage shall not be added to the rolled-over amount.

27. If any invoice remains unpaid past its due date, access to the services may be suspended until all outstanding amounts have been settled.

28. In the case of deferred payment or in case Agreement is terminated, Client shall additionally pay for any services actually used from the period start date to the cancellation or termination date, if these services exceed the amounts paid to date. This payment shall be made by the 15th of the month following the month in which the cancellation or termination occurred.

29. In the case when Client fails to make any payment due to the Provider under these Terms and Conditions and/or relevant Agreement by the due date, the Provider shall reserve the right to charge interest on the overdue amount at the rate of 10% per annum, accruing daily from the due date until the date of actual payment, whether before or after judgment in favour of the

Provider. The Client shall also be responsible for any costs incurred by the Provider in recovering the overdue amounts, including collection agency charges.

V. Terms and Termination

30. Unless otherwise agreed in writing, these Terms and Conditions shall commence on the Effective Date of the Agreement and shall continue in effect for the period specified in the Agreement.

31. Either party may terminate the Agreement for any reason or no reason by giving at least 30 days' written notice to the other party.

32. Either party may terminate the Agreement immediately by written notice to the other party, should:

   i. The other party commits a material breach of any term of these Terms and Conditions or any applicable Agreement. A material breach shall include, but is not limited to, breaches of Sections "Rights and obligations of the parties", "Confidentiality obligations", "Data Protection" and, in the case of a breach capable of being remedied, fails to remedy the breach within fifteen (15) days of receiving written notice requiring it to do so;

   ii. The other party becomes insolvent, is placed under court order, enters into liquidation, bankruptcy, or other similar proceedings;

   iii. The other party commits a malicious action, an act of dishonesty or breach of trust, or an act that is materially detrimental to the other party, including misappropriation of confidential information or fraud.

33. The Provider may terminate the Agreement immediately upon written notice should the Client fails to pay any amounts due under the Agreement within fifteen (15) days after such amounts are overdue.

34. Upon termination or expiration of the Agreement for any reason:

   i. The right of access and all other rights granted to the Client under the Agreement shall terminate immediately;

   ii. The Client shall immediately cease using the Services and return or destroy all Confidential Information of the Provider in its possession within ten (10) business days, unless otherwise instructed by the Provider in writing;

   iii. The provisions of these Terms and Conditions and any applicable Agreement that by their nature are intended to survive termination, including confidentiality, data protection, and limitation of liability, shall survive and continue in effect for ten (10) years after termination.

35. Termination of the Agreement shall not prejudice any rights or remedies that either party may have under the Agreement or at law.

36. Within 30 days following the termination of the Agreement, the parties shall settle any outstanding obligations, including the payment of any remaining fees, costs, or expenses due under the Agreement.

37. The right to use of any trademarks of the Provider granted with the Agreement and/or Terms and Conditions shall automatically terminate upon the expiration or termination of the Agreement. Upon termination, the Client shall immediately cease all use of trademarks of the Provider.

VI. Confidentiality obligations

38. The parties shall acknowledge that, during the negotiation and performance of the Services, each party may have access to or be exposed to the other party's private or Confidential Information. Both parties shall agree to:

   i. Keep the other party's Confidential Information strictly confidential, using the same level of care to protect it as they would for their own Confidential Information of a similar nature;

   ii. Not disclose the other party's Confidential Information to any person without prior written consent from the other party, and even then, only under confidentiality conditions approved in writing by the party whose Confidential Information is being disclosed;

   iii. Act in good faith always with regard to the other party's Confidential Information;

   iv. Not use any of the other party's Confidential Information for any purpose other than for which it was disclosed to the receiving party.

39. A party's Confidential Information may be disclosed by the receiving party to its officers, employees, professional advisers, insurers, agents, and subcontractors who need access to the Confidential Information to perform their duties related to the Agreement. These individuals shall be bound by a written agreement or a non-disclosure agreement to protect the confidentiality of the disclosed information.

40. The provisions of this Section "Confidentiality obligations" will remain in effect for 10 years, even after the termination of the Agreement.

41. Confidential Information shall not include information that is:

   i. Already in the public domain before its disclosure or later enters the public domain through no fault of the recipient;

 ii. Known to the recipient before the effective date of these Terms and Conditions or any applicable Agreement without any obligation to keep it confidential;

 iii. Lawfully obtained by the recipient from a third party who has no obligation to keep it confidential;

 iv. Independently developed by the recipient without violating any applicable laws or provisions herein;

 v. Generally known to the public.

VII. Data protection

42. Each party shall adhere to all applicable Data Protection Laws concerning the processing of Personal Data under these Terms and Conditions.

43. The Provider **processes personal data as a Controller**, determining the purposes and means of processing as part of its identity verification and compliance services. The Client may also act as a separate Controller for data it receives from the Provider, subject to its own obligations under applicable Data Protection Laws.

44. The Client shall acknowledge that the Provider determines the purposes and means of processing Personal Data as a Controller. The Client shall ensure that any use of data received from the Provider complies with applicable Data Protection Laws.

45. The Provider shall **retain personal data in accordance with its own data retention policies,** unless otherwise specified in the Agreement**,** and in accordance with applicable legal obligations. The Client shall process any personal data receives from and transmits to the Provider in compliance with GDPR.

46. The Provider shall ensure that any persons authorized to process Personal Data have committed to confidentiality or are legally bound by confidentiality agreement.

47. Both the Provider and the Client shall implement the legally necessary technical and organizational measures to ensure a level of security appropriate to the risk associated with End User Data.

48. The Provider, as a Controller, shall be responsible for handling data subject rights requests in accordance with GDPR. The Client shall be responsible for responding to any rights requests regarding data it processes as a separate Controller.

49. If changes or anticipated changes to Data Protection Laws result in either party becoming non-compliant with such laws in relation to the processing of Personal Data under these Terms and Conditions, the parties shall promptly cooperate to amend the Agreement to ensure compliance.

50. As part of fulfilling the Agreement, the Provider may receive Personal Data from the Client, such as identity details necessary for verification or compliance checks. **In these cases, the Provider shall process this data as a Processor, following the Client's documented instructions, and shall not determine the purposes and means of processing.** The Provider shall act as a Controller for all other data processing activities. The Client shall be responsible for ensuring that any personal data it provides to the Provider has been lawfully obtained and shared in compliance with applicable Data Protection Laws.

VIII. Warranties

51. Each party shall represent and warrants to the other party that, to the best of its knowledge and belief:

   i. The signatory signing these Terms and Conditions and any Agreement on its behalf has the legal authority to do so;

   ii. These Terms and Conditions and any Agreement does not and will not conflict with any other agreement or legal obligation entered by it;

   iii. The signatory signing these Terms and Conditions and any Agreement has all necessary rights, permissions, and licenses to perform its obligations under these Terms and Conditions and any applicable agreement.

52. Except for the warranties explicitly provided above, and to the fullest extent permitted by applicable law, the Provider shall disclaim all other representations and warranties, express or implied, including but not limited to implied warranties of satisfactory quality, fitness for a particular purpose, and reasonable care and skill. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to all Clients. The Provider shall not warrant, guarantee, or make any representations regarding the use, results, or benefits of the Services provided under these Terms and Conditions and any applicable Agreement, except as expressly stated herein. No person who is part of the Provider's staff shall not be authorized to expand, modify, or add to the warranties and representations set forth in these Terms and Conditions. In the event of a breach of the warranties provided in these Terms and Conditions (except for any fraudulent misrepresentation), the sole and exclusive remedy shall be for the breaching party to use commercially reasonable efforts to promptly correct such breach.

53. The Provider shall warrant to the Client that:

   i. The Provider will comply with all applicable legal and regulatory requirements related to the exercise of its rights and the fulfilment of its obligations under these Terms and Conditions;

   ii. The Platform will include security features consistent with good industry practices;

iii.   The Services, when used by the Client in accordance with these Terms and Conditions, will not violate any applicable laws or infringe upon the Intellectual Property Rights of any third party.

54. The Client shall warrant and acknowledge that:

i.   The use of the Services is at the Client's sole risk, and the Provider does not guarantee that the Services will meet all Client requirements or that the services will be uninterrupted or error-free;

ii.   The Services and any related content are provided "as is" and "as available", with all faults and without warranty of any kind, and the Provider expressly disclaims all warranties and conditions, whether express, implied, including but not limited to warranties of satisfactory quality, fitness for a particular purpose, accuracy, continuity, and non-infringement of third-party rights. No oral or written information or advice given by the Provider shall create any warranty;

iii.   The software is never free from defects or vulnerabilities, and the Provider does not warrant that the Services will be entirely secure or free from defects, errors, or bugs. However, the Provider commits to using commercially reasonable efforts to identify and address such defects in a timely manner;

iv.   The Services are designed to be compatible only with specified software and systems, and the Provider does not warrant compatibility with any other software or systems;

v.   The Provider may not guarantee 100% accuracy in results or adherence to specific time frames, as these may vary due to factors like heavy website traffic or document clarity;

vi.   The payment of Charges is not dependent on the use or non-use of the Services, and all Charges, once committed, are non-refundable, non-cancellable, and irrevocable, except as otherwise provided in the applicable Agreement.

55. The Client shall warrant that will obtain all necessary consents from its Customers or end-users before providing their Personal Data to the Provider for processing, in compliance with applicable Data Protection Laws. The Client shall maintain and enforce a privacy policy consistent with these laws.

56. All warranties and representations related to the subject matter of these Terms and Conditions shall be expressly set out in these Terms and Conditions or in an Agreement.

57. The Client shall indemnify and hold the Provider harmless against any and all liabilities, damages, losses, costs, and expenses (including any applicable legal fees and amounts reasonably paid in settlement of disputes) that the Provider incurs as a direct or indirect result of any breach by the Client. The Client shall agree to:

i. provide reasonable assistance to the Provider upon request, where "reasonable assistance" shall include, but shall not be limited to, providing relevant information, documentation, and access to personnel necessary for the defence or resolution of the claim;

ii. grant the Provider exclusive control over all disputes, proceedings, negotiations, and settlements with third parties when requested; and

iii. refrain from admitting liability or settling any third-party disputes or proceedings without the Provider's prior written consent.

IX. Liability limitations

58. In connection with these Terms and Conditions, the Agreement and use of the Services, the Provider shall not be liable for any loss of profit or opportunity, damage to goodwill, loss or corruption of data or information, and any direct or indirect loss or damage.

59. The Provider's total aggregate (for any event or series of related events) contractual liability (including under any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise in connection with these Terms and Conditions shall not exceed the lesser of:

i. 2,500 euro;

ii. the total amount paid or payable by the Client to the Provider under the Agreement in the 3-month period preceding the commencement of the event or events.

60. The Client shall not be liable to the Provider for any losses arising from a Force Majeure event, loss of profit, income, revenue, or business opportunities, or for any special, indirect, or consequential losses or damages, provided that the Client uses all reasonable efforts to mitigate such losses.

61. The Provider shall not be liable for any changes to the data made by employees, customers or other persons who have been granted access to the Platform.

X. Force Majeure

62. The affected party shall not be liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is due to a Force Majeure event, provided that the affected party:

i. promptly notifies the other party in writing of the occurrence of the Force Majeure event and its expected duration, and in any case no later than five (5) business days after the occurrence of the Force Majeure event;

ii. takes all reasonable steps to mitigate the effects of the Force Majeure event;

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iii. resumes performance of its obligations as soon as reasonably possible after the cessation of the Force Majeure event.

63. If the Force Majeure event continues for a period exceeding thirty (30) days, either party may terminate these Terms and Conditions and any or all Agreements upon written notice to the other party, without liability for any damages or penalties arising from such termination.

64. No Force Majeure Event shall relieve the Client of its obligation to pay the Charges agreed herein, provided that the Services remain available and accessible in some form to the Client.

XI. Intellectual Property

65. All intellectual property rights provided under these Terms and Conditions ("Provider IP") shall be and remain the sole and exclusive property of the Provider. The Client shall acknowledge that it does not acquire any rights, title, or interest in the Provider IP except as expressly granted under these Terms and Conditions.

66. Subject to the terms and conditions of these Terms and Conditions, the Provider hereby shall grant the Client a limited, non-exclusive, non-transferable, revocable right of access to use the Provider IP solely for the purposes of accessing and using the Services as specified in these Terms and Conditions. The Client shall not use the Provider IP for any purpose other than as expressly permitted by these Terms and Conditions or any applicable Agreement.

67. The Client shall not, and shall not permit any third party to:

   i. copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Provider IP;

   ii. sell, lease, assign, distribute, or otherwise transfer any rights in the Provider IP to any third party;

   iii. remove, alter, or obscure any proprietary notices or labels on or within the Provider IP;

   iv. use the Provider IP in any manner that infringes, misappropriates, or violates the Provider IP or any third party.

68. If the Client provides any suggestions, ideas, enhancement requests, recommendations, or other feedback regarding the Provider IP ("Feedback"), the Provider shall be free to use, disclose, reproduce and otherwise distribute and exploit the Feedback without any obligation or restriction. The Client hereby shall assign all rights, title, and interest in and to the Feedback to the Provider.

XII. Trademark

69. The Provider shall retain all rights, title, and interest in and to its trademarks, trade names, service marks, logos, and any other branding elements ("Provider Trademarks"). The Client

shall acknowledge that it does not acquire any rights, title, or interest in the Provider Trademarks under the Agreement.

70. Subject to these Terms and Conditions and any applicable Agreement, the Provider shall grant the Client a limited, non-exclusive, non-transferable and revocable right to use the Provider Trademarks solely in connection with the use of the services provided under the Agreement and solely in accordance with the Provider's trademark usage guidelines, as may be provided and updated by the Provider from time to time.

71. The Client shall not, and shall not permit any third party to:

    i.   use the Provider Trademarks in any manner that is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of the Client with the Provider;

    ii. use the Provider Trademarks in any manner that disparages or discredits the Provider or the Provider's services;

    iii. alter, modify, or create derivative works of the Provider Trademarks; or

    iv. register, attempt to register, or assist any third party in registering any trademark, trade name, service mark, logo, or domain name that is confusingly similar to the Provider Trademarks.

72. The Client shall promptly notify the Provider of any actual or suspected infringement or unauthorized use of the Provider Trademarks by any third party of which the Client becomes aware. The Provider shall have the sole right to determine whether to act against any such infringement, and the Client shall cooperate fully with the Provider in any enforcement or protection of the Provider Trademarks.

XIII. Notices

73. Any Notice shall be in writing and shall be delivered by one of the following methods:

    i.   personal delivery;

    ii. courier service;

    iii. electronic mail (email).

74. Notices shall be sent to the respective parties at the addresses specified in these Terms and Conditions, any applicable Agreement or to such other address as a party may designate by Notice to the other party.

75. Notices to Provider shall be sent to either of following addresses:

    i.   for Personal delivery and Courier services to: 5A Baku str., floor 6, 1700 Sofia, Bulgaria

    ii. for email to sales@aidentix.com

76. Notices shall be deemed to have been duly given and received as follows:

    i.   if delivered personally or by courier, on the date of delivery;

    ii.   if sent by email, on the date of transmission, provided that no delivery failure notice is received by the sender.

77. Each party shall promptly notify the other party of any change in its address or contact information for the purposes of receiving Notices under these Terms and Conditions. Until such Notice of change is provided, Notices shall be sent to the last known address or contact information.

78. All Notices under these Terms and Conditions shall be in Bulgarian or English language, or another language mutually agreed upon by the parties in writing.

XIV. General Provisions

79. **Subcontractors:** If either party is granted consent to subcontract any of its obligations under these Terms and Conditions, that party shall remain fully responsible for the performance of those obligations as if they were performed by the party itself. The subcontracting party shall also ensure that any approved Subcontractor complies with all applicable terms and conditions of these Terms and Conditions and any Agreement.

80. **Invalidity:** If any provision of these Terms and Conditions is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid, illegal or unenforceable provision with a valid provision that most closely approximates the intent and economic effect of the invalid, illegal or unenforceable provision.

81. **Governing Law and Jurisdiction:** These Terms and Conditions and any Agreement shall be governed by and construed in accordance with the laws of Bulgaria. The parties agree that all disputes arising out of or relating to these Terms and Conditions and any Agreement shall be subject to the exclusive jurisdiction of the courts located in the Republic of Bulgaria.

82. **Changes to Terms and Conditions:** These Terms and Conditions shall be subject to revision and may be updated or revised by the Provider as necessary. Any updates shall be communicated in writing to the Client at least fifteen (15) days prior to their effective date to the mailing address or email address specified in the Agreement. In the event that the Client does not send written objection to the changes to these Terms and Conditions within thirty (30) days after the changes become effective, the changes shall be deemed accepted.

Exhibit A – Scope of Services

I. Services Overview

1. The Provider shall agree to deliver one or more the following services (collectively referred to as the "Services") to the Client in accordance with the terms and conditions set forth in the Agreement and the incorporated Terms and Conditions:

   a) **Document Verification Services:** involve the examination and authentication of various identification documents provided by End Users during the verification process. This service leverages advanced technology to verify the authenticity of identity documents such as ID card, passport and driver's license. The platform, on behalf of the Customer, checks for security features, validates the data against official government database records (where possible) and ensures that the documents are not forged or tampered with. Some key features may include:

   - Multi-layered verification including OCR (Optical Character Recognition) and data mining;
   - Support for a wide range of document types and formats from different countries;
   - Integration with Liveness Check and Know Your Customer (KYC) services for a complete identity verification solution.

   b) **Liveness Check Services:** ensure that the individual undergoing verification is a real, live person and not a static image or pre-recorded video. This service uses advanced biometric algorithms to detect facial movements, eye blinks, or other subtle human responses. It helps prevent fraud by confirming that the person is physically present during the identity verification process, thus enhancing the security and reliability of digital onboarding and authentication processes. Some key feature may include:

   - Facial movement detection;
   - Prevention of spoofing attacks using photos, videos, or masks;
   - Seamless integration with existing biometric verification systems;
   - Available for use on web, mobile, and desktop platforms.

   c) **Know Your Customer (KYC) Questionnaire** is an essential component of the KYC Services, designed to gather detailed information about End User's identity, financial background, and activities. This information is crucial for assessing the risk associated with each End User and ensuring compliance with regulatory requirements. The KYC Questionnaire is typically completed during the End User onboarding process and may be updated periodically as part of ongoing due diligence. Some key feature may include:
   - Ability to maintain multiple KYC Questionnaires;

- Ability to create different types of question to gather relevant information;
- Ability to produce reports and extract data from the Platform.

d) **Database Check Services** are a critical component of Anti-Money Laundering (AML) and Know Your Customer (KYC) compliance processes. These services involve scanning and cross-referencing End User information against a variety of databases to detect potential risks such as money laundering, terrorism financing, association with Politically Exposed Persons (PEPs), or involvement in adverse media content. Some key features may include:
- Anti-Money Laundering (AML) Screening;
- Politically Exposed Persons (PEPs) identification;
- Adverse Media Screening.

II. Delivery Method

2. The Services shall be delivered as follows:

a) Online Platform: The Services shall be accessible via the Provider's secure online platform, where the Client can perform/use the Services;

b) REST API Integration: The Client may integrate the Provider's API into their own infrastructure to directly access the Services. The integration shall be conducted in accordance with the technical documentation provided by the Provider;

c) Web SDK: The Client may integrate using Web SDK to allow use of the Services in web or mobile Application (in-app web view);

d) Mobile SDK: The Client May integrate using Mobile SDK to allow use of the Services in existing Client's mobile application.

III. Client's Responsibilities

3. To enable the Provider to deliver the Services effectively and securely, the Client shall:

a) Provide Accurate Data: Ensure that all data provided for verification purposes is accurate, complete, and up-to-date. The Provider shall not be liable for the outcome of the Service if the data is inaccurate, incomplete or out of date;

b) Maintain API Security: Implement appropriate security measures to protect the API integration and prevent unauthorized access to the Services;

c) Cooperate with the Provider: Cooperate with the Provider's support team to resolve any issues that may arise during the delivery of the Services;

d) Restrict administrator access: Grant administrator and non-administrator access to limited number of people (preferably own employees) only to avoid data leaks or other security issues.

IV. Additional Services

4. The Client may request additional services or customizations not listed in this Scope of Services. Such services shall be subject to additional charges and shall be outlined in a separate addendum to this Exhibit A, signed by both parties.

Exhibit B – Service Level Agreement (SLA)

1. This Service Level Agreement (SLA) outlines the expected level of service, performance metrics, support response times, and responsibilities of the Provider and the Client regarding the Services provided under these Terms and Conditions.

2. This SLA applies to the services provided by the Provider as described in these Terms and Conditions and any associated Agreement. This SLA does not cover performance issues caused by factors beyond the Provider's reasonable control, including but not limited to Force Majeure events, Client's actions or omissions, Internet outages, or any other event as outlined in the Agreement.

3. The Provider shall guarantee that the Services will be available 98% of the time, averaged over a last 12-month period, excluding scheduled maintenance.

4. The Provider shall reserve the right to conduct scheduled maintenance that may affect the availability of the Services. The Provider shall notify the Client at least forty eight (48) hours in advance of any scheduled maintenance. Scheduled maintenance shall normally be performed occur outside of peak usage hours.

5. In the event of an emergency that requires immediate action to protect the integrity or security of the Services, the Provider may perform maintenance without prior notice. The Provider shall endeavour to inform the Client as soon as possible and minimize any disruption.

6. Provider shall provide technical support of the services in Bulgarian and English during Business Days and Business Hours.

The Provider shall respond to support requests based on the severity of the issue, according to the following response and resolution times:

Type	Description	Response time	Resolution time
Critical	Services not available	< 1 hour	< 8 Business Hours

High	Services available, but some operations are impossible.	< 1 hour	< 40 Business Hours
Medium	Services available, but certain non-critical feature are disabled. Workaround exists.	< 4 hours	< 10 working days
Low	Minor issues or requests	< 5 days	Not applicable

7. Should the Provider fail to meet the Service Availability or Response Time commitments outlined in this SLA, the Client may be eligible for Service Credits.

8. Service Credits shall be calculated as a percentage of the monthly service fee based on the amount of downtime or delayed response time beyond the SLA commitment. For every full hour of downtime beyond the availability specified in Clause 3 or failure to meet response times, the Client shall be eligible for a Service Credit of 0.1% of the monthly fee, up to a maximum of 15%.

9. In order to receive Service Credits, the Client shall submit a written claim within fifteen (15) days of the downtime or incident. The Provider shall review the claim and shall respond within thirty (30) days.

10. Service Credits shall not be provided for issues caused by factors outside of the Provider's control, including Force Majeure events, actions by the Client, its End Users and customers, or third-party services.

11. The Provider shall not be responsible for the performance or reliability of third-party services integrated with the Provider's Platform. Any service levels applicable to third-party services shall be governed by the agreements between the Client and those third-party providers.

12. Service disruptions caused by Force Majeure events, as defined in these Terms and Conditions, shall be excluded from the Service Availability calculations and the Provider's SLA obligations.

13. The Client shall ensure that all technical requirements and responsibilities outlined in these Terms and Conditions and in any relevant Agreement are met to support the proper operation of the Services. Failure to meet these responsibilities may impact the performance of the Services and shall not be considered a breach of the SLA by the Provider.

14. Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime guarantee set out in Clause 3 of this SLA:

    i.   a Force Majeure Event;

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ii.   a fault or failure of the Provider's hosting infrastructure;

iii.   a fault or failure of the Client's computer systems or networks;

iv.   any breach of the Agreement by the Client;

v.   scheduled maintenance carried out in accordance with the Agreement.