FUNDAPPS GENERAL TERMS

This agreement comprises the "**Order Form**" and these General Terms (together, the "**Agreement**") entered into between the "**Client**" and "**FundApps**" on the "**Effective Date**", each as described in the Order Form.

1. DEFINITIONS

1.1 In this Agreement, the following terms have the meaning given to them below:

Affiliate: in relation to any Party, means an entity controlled, controlling or under common control with such Party, where control means at least 50% ownership or power to direct an entity's management.

Alert: an alert issued automatically by the Software, by reference to the Position Data in relation to the applicability of a Rule.

AUM: means the total market value of all assets managed by the Client Group which the Client has evidenced (and shall provide such evidence annually to FundApps) by way of either (a) an official filing document registered with the relevant regulatory authority; (b) written confirmation or (c) if neither (a) or (b) are provided by the Client promptly or at all, then FundApps shall seek such evidence from a publicly available source.

Authorised Contact: an employee, director or officer of the Client Group who may or may not be a User but who is authorised to submit support requests on behalf of the Client Group.

Business Day: a day other than Saturday or Sunday which is not a public holiday in England, Singapore (with respect to FundApps Ltd) or the USA (with respect to FundApps Inc).

Client Data: Position Data, Market Data provided by the Client and any other data provided by the Client to FundApps and held by the Software relating to the Client's use of the Service (including but not limited to the trading in Relevant Assets).

Client Group: the Client and its Affiliates (if any) as listed in an Order Form.

Commercially Reasonable Efforts: means the same degree of priority and diligence with which FundApps meets the support needs of its other similar clients.

Confidential Information: non-public information that is proprietary or confidential and that is disclosed or made available by one Party to the other (whether in writing, or in oral, graphic, electronic or any other form), including information that would be regarded as confidential by a reasonable business person. For the avoidance of doubt: (a) the terms of this Agreement, the Service Documentation and Security Documentation are confidential to FundApps; and (b) Client Data, Alerts and Relevant Assets are confidential to the Client.

Contract Year: in respect of each Order Form, a period of 12 months commencing on the Effective Date and each anniversary thereafter during the term of the Agreement.

Coverage: any jurisdiction or Exchange to which the Client subscribes to as part of the Services (as more particularly described in the Service Documentation and the Order Form).

Data Updates: updates of the Software configuration implemented by FundApps to reflect any new or amended Rules or any revised application of a Rule in the Coverage.

Exchange: a stock exchange or other trading platform in a jurisdiction included in the Coverage in which Relevant Assets are traded.

Fair Usage Policy: the policy related to limits for additional staging environments made available to the Client by FundApps online via this link or such other address as may be notified to the Client from time to time.

Financial Regulations: any laws or regulations in any relevant jurisdiction and any rules or guidelines of any regulatory authorities or securities exchange or other rules governing the holding or trading of securities.

Good Industry Practice means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the relevant industry or business sector.

Hosting Provider: Amazon Web Services (AWS) or such alternative reputable provider having given notice to the Client.

Intellectual Property Rights: means: (a) patents, inventions and discoveries; (b) trademarks, service marks, domain names, social media user names, trade dress and trade names, including the goodwill connected with the use thereof and symbolized thereby ("**Trademarks**"); (c) copyrights, moral rights, works of authorship (including software), proprietary designs and rights in data and databases; (d) confidential and proprietary information, including trade secrets, know-how and invention rights; (e) rights of privacy and publicity; (f) registrations and applications for any of the foregoing in (a)-(e); and (g) all other proprietary rights.

Information: information relating to Rules provided to FundApps by an Information Provider and which is used by FundApps to configure and update the Software.

Information Provider: Aosphere Limited with respect to the Shareholder Disclosure Service and FIA Technology Services LLC with respect to the Position Limits Service or such other reputable providers having given notice to the Client.

Market Data: third party information relating to the Relevant Assets, and to the companies issuing such assets, used in conjunction with the Position Data for the application of a Rule. FundApps does not provide Market Data as part of the Service, which must be subscribed to independently by the Client unless specified otherwise in an Order Form.

Position Data: data relating to the Client's daily positions in respect of Relevant Assets which is used by the Software to issue Alerts.

Relevant Assets: assets representing an interest in any company, corporation, fund or other legal entity in which the Client Group (or any fund, account or client for which the Client Group provides investment management or investment advisory services) holds (or intends to acquire) an interest that are relevant to the Service.

Rule: a rule of law, regulation or binding requirement of a regulatory authority in the Coverage, which, by reference to Client Data, may trigger an Alert.

Security Documentation: the security related documentation and policies referred to in clause 3.1 and made available to the Client by FundApps online via https://policies.fundapps.co/client-portal/-LubIC9uIsME-_T0mNXu/ or such other address as may be notified to the Client from time to time.

Service: (a) the functionality of the Software made available to the Client and Users through an online connection including the configuration of the Software in accordance with Information and including the implementation of Data Updates and the provision of Support and Maintenance in accordance with this Agreement; and (b) the products elected by the Client in an Order Form as further described in the Service Documentation.

Service Documentation: the documentation for the Software made available to the Client by FundApps online via http://docs.fundapps.co or such other address as may be notified to the Client from time to time.

Service Availability Arrangements: as outlined in Schedule B.

Software: a computer program developed by FundApps and made available as a service for use by the Client through an online connection in accordance with this Agreement as described in the Service Documentation. References to the Software include, where applicable, the Data Updates, interfaces, communication modules and other system elements provided by FundApps for the purpose of providing the Service as well as the operating system, databases, data feeds, communication modules and other system elements (including third party licensed software) which are necessary for the Service to be delivered.

Support and Maintenance: any error corrections, maintenance, updates and upgrades that FundApps may perform with respect to the then current version or release of the Software, as well as any other support provided to the Client, all as described in Schedule A.

Third Party Data: any data belonging to a third party that has been supplied or licenced by FundApps and held by the Software relating to the Client's use of the Service.

User: an employee, director or officer of the Client Group who is authorised to access and use the Service in accordance with this Agreement.

2. SERVICE

2.1 <u>Access to the Service.</u> FundApps hereby grants to the Client Group a limited, personal, non-assignable (except as provided for clause 15.4), non-sublicensable, non-exclusive license, during the Term: (a) to access and use, and to allow Users to access and use, the Service for the purpose of obtaining Alerts relating to the Relevant Assets in the Coverage; and (b) to input Client Data manually or through automatic means.

2.2 FundApps will:

a) host the Software on a server controlled and managed by FundApps or by its Hosting Provider and make the functionality of the Software available to the Client and Users online through a secured connection;

b) provide to the Client such access codes, files and passwords as necessary to enable online access to the Service using a standard Internet browser;

c) ensure that the Service (including any Software updates and new versions) operates materially in accordance with the Service Documentation;

d) use Commercially Reasonable Efforts to provide and perform Support and Maintenance;

e) use Commercially Reasonable Efforts to maintain the Service Availability Arrangements;

f) provide reasonable access and assistance to a Client regulatory authority as is required in the course of carrying out its regulatory functions; and

g) implement Data Updates and software updates that will correctly implement the most up-to-date Information provided by the Information Provider and any clarifications by a

regulatory authority from time to time, including appropriate notifications to the Client.

3. SECURITY & BUSINESS CONTINUITY

3.1 FundApps will:

a) at all times comply with its Security Documentation;

b) comply with its business continuity plan for disaster recovery purposes and test the plan at least annually to ensure its effectiveness, providing the Client, upon reasonable request, with a summary of the test results, any issues identified, and plans for remediation ("**BC Plan**");

c) maintain standard authentication procedures utilising unique username and passwords regarding access to the Service by the Client and the Users, such that each User's unique username and password will permit each User access only to such User's content;

d) encrypt data in transit and at rest in line with Good Industry Practice;

e) procure an SSL Certificate, SOC 2 Type 2 Report and ISO270001 certificate for the Software;

f) ensure that the Hosting Provider maintains ISO27001 certification (or its equivalent from time to time);

g) conduct periodic testing of backup facilities for provision of the Service; and

h) make available via FundApps' website or upon reasonable request documents evidencing compliance with (a)-(g), including any third-party certification and audit reports, in its Security Documentation.

3.2 FundApps will review, modify or update the Service Documentation, Security Documentation, Software, BC Plan as necessary from time to time to reflect changes in and upgrades to its operations, technology, or business environment and maintain it in compliance with applicable laws, regulations, and Good Industry Practice where applicable, provided that any such changes do not materially alter the nature or scope of the Service or negatively impact the Client's use of or access to the Service resulting in a decrease in the performance, functionality, or availability of the Services. Any such changes, updates or modifications will be communicated to the Client with as much prior notice as is reasonably practicable.

4. CLIENT RESPONSIBILITIES

4.1 <u>License Restrictions.</u> Unless with FundApps' prior written consent and other than with respect to the Client Group, the Client must not, and must ensure that Users do not: (a) use the Service for the benefit of any third party, or in relation to any investment activity other than the Relevant Assets, or lend, lease, transfer or make the Service available to any third party; (b) cause or permit any use, display, transfer of possession, sublicensing, publication or other dissemination of the Services, in whole or in part, to or by any third party; (c) reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software; (d) cause or permit any change to be made to the Software; (e) copy, modify, create derivative works of or remove or change any proprietary or copyright notices or Trademarks that are included in the Software or displayed on the Software screens; (f) access or use the Service except as outlined in clause 2.1; (g) at any time input any data into the Service except for Client Data relating to the Client's Relevant Assets; (h) conduct security or vulnerability tests of the Service, interfere with its operation or circumvent its access restrictions; or (i) use the Service in a way that causes or could be reasonably expected to cause or is intended to cause damage to it or impairment of the availability or accessibility of

the Service and in any way other than as expressly authorised by this Agreement.

4.2 The Client must:

a) have in place for the duration of this Agreement a direct subscription to any Market Data and an Information Provider granting the Client the right to access and use the Market Data and Information as part of the Service;

b) keep secure and confidential (and ensure that all Users keep secure and confidential) all access codes, credentials, information and passwords provided by FundApps to the Client, and will not share such information with any third party;

c) ensure that Client Data (unless provided by FundApps) is accurate, relevant and up-to-date;

d) use all reasonable endeavours to ensure its Users are trained to use the Service (including how to format and input Client Data into the Software) in accordance with the Service Documentation by ensuring they attend any training sessions organised by FundApps or by familiarising themselves with any user manuals, instructions and training materials provided by FundApps;

e) from time to time, allow FundApps to review the Client's environment within the Software (and incidentally, the Client Data) for the sole purpose of ascertaining the Client's use of the Service and that it is done so strictly in accordance with clauses 4 and 10. The Client will discontinue any unauthorised use of the Service immediately upon becoming aware of it and, upon request, will confirm to FundApps in writing that it has done so;

f) appoint an Authorised Contact to act as a technical liaison with FundApps in relation to the use of the Service and have primary responsibility for reporting to FundApps any serious technical malfunctions, system breakdowns, security breaches or the presence of any virus or other malicious code, and to communicate with FundApps in relation to any proposed action plan or software fix; and

g) comply with the Fair Usage Policy.

4.3 The Client acknowledges that any breach of this Agreement by a User or a member of the Client Group will be deemed to be a breach of this Agreement by the Client.

4.4 The Client acknowledges and agrees that any Third-Party Data provided by FundApps will be subject to the terms and conditions imposed by the relevant third party. FundApps will communicate any such terms to the Client via an Order Form, and the Client is responsible for complying with them.

5. FEES AND PAYMENT

5.1 The Client will pay the fees in the amounts indicated in the applicable Order Form ("**Fees**"). The Fees will be invoiced annually in advance, with effect from the Effective Date, and payable by the Client within 30 days of receipt of the FundApps invoice.

5.2 All sums payable under this Agreement will be paid in the currency denominated in the Order Form by electronic transfer of funds to such bank account as FundApps may notify the Client from time to time. Any charges applicable for sending such payments will be at the Client's expense and any fees charged by the receiving bank will be at FundApps' expense.

5.3 If there is a material change or significant increase in the Client's use of the Services provided under this Agreement at any time, FundApps reserves the right to adjust the Fees accordingly. A material change or significant increase in the Client's use of the Services shall be deemed to occur if the Client Group;

a) wishes to give an Affiliate access to the Service;

b) requests out of scope support (including requesting additional number of Authorised Contacts) not in accordance with its Support Plan;

c) encounters inorganic growth by way of;

(i) an acquisition, merger with or completion of a takeover of a third party entity;

(ii) is the subject of an acquisition, merger or takeover by a third party entity;

d) encounters organic growth from fund subscriptions or performance that has the effect of increasing the AUM as stipulated in the Order Form;

e) assigns, delegates or transfers the Agreement pursuant to clause 15.5;

f) breaches the Fair Usage Policy at any time

(together, "**Change**").

Upon either (a) FundApps identifying a Change; or (b) the Client notifying FundApps promptly of a Change (whichever is first), FundApps shall notify the Client in writing of the anticipated Fee increase. The notice shall include: (a) a detailed explanation of the Change; (b) the proposed adjustment to the Fees; and (c) the effective date of the price increase.

The Client shall have 10 Business Days from the date of the notice to accept the proposed Fee increase or to negotiate alternative terms (except in relation to d) where the Parties have agreed in advance what such increases will be as stipulated in the Order Form. FundApps may restrict access to the Service to the Client or its Affiliate(s) until such time as the Parties come to an agreement. If the Client does not respond within this period, the proposed price increase shall be deemed accepted and shall be invoiced and payable in accordance with clause 5.1. The Client's continued use of the Services after the effective date of the Fee adjustment shall constitute acceptance of the new Fees.

5.4 FundApps may also increase the Fees by providing notice to the Client to take effect at the start of the next Contract Year provided that any such increases will be by no more than the greater of 5% or the most recently published rate of CPI for the UK by the Office of National Statistics of the then current Fees. Any discounts applied by FundApps to the Fees in the Initial Term shall not apply for any Renewal Term.

5.5 All amounts payable under this Agreement will be paid in full without any withholding or deduction on account of any taxes, duties, levies or charges, unless the Client (or its relevant Affiliate) is required by law to make such deduction or withholding. If any such withholding or deduction is required, the Client will pay to FundApps such additional amount as will ensure that FundApps receives the same total amount that it would have received if no such withholding or deduction had been required.

5.6 The Client may not assert any credit, set-off or counterclaim against any payment obligations (or part thereof) under this Agreement.

5.7 The Client will pay the undisputed part of an invoice if a dispute arises in relation to all or amount payable under this Agreement.

5.8 Without prejudice to any other right or remedy available to FundApps, if the Client fails to pay the amounts due under an invoice when due, then; (a) it will be liable to pay interest to FundApps on the outstanding amounts at the rate of 1.5% per month or the highest rate permitted by law and (b) FundApps may suspend the Client's access to the Service until such time payment has been made in full.

6. TERM AND TERMINATION

6.1 _Term_. This Agreement is effective as of the Effective Date and continues for the initial term set forth in an Order Form (the **"Initial Term"**) and will automatically renew for successive periods as set forth in an Order Form (**"Renewal Term"**), unless a Party gives the other Party notice of non-renewal at least 90 days prior to the end of the Initial Term or then-current Renewal Term (the period in which this Agreement is in effect, the **"Term"**).

6.2 _Termination by Either Party_. Each Party (the **"Terminating Party"**) may terminate this Agreement with immediate effect by giving notice in the event that:

a) the other Party commits a material breach of this Agreement that is capable of remedy and fails to cure such material breach within 30 days after receiving notice of the breach from the non-breaching Party;

b) the other Party: (i) becomes insolvent or unable to pay its debts as they become due; (ii) makes an assignment for the benefit of its creditors; (iii) is dissolved or liquidated, or takes any corporate action for those purposes; (iv) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (v) seeks relief or if proceedings are commenced against that other Party, or on its behalf, under any bankruptcy, insolvency or debtors' relief law and those proceedings have not been fully stayed within 7 days or vacated or set aside within 30 days after the commencement of those proceedings; or

c) any event occurs in any relevant jurisdiction in relation to the other Party that would be equivalent to the events specified in (b) above.

6.3 _Termination by FundApps_. FundApps may terminate this Agreement and/or an Order Form by notice to the Client with immediate effect in the event that:

a) the Client is in default of its obligation to pay the Fees and such payment is not made in full (including any interest accrued in accordance with clause 5.8) within 10 Business Days of receipt of notice of failure to make the payment by the due date;

b) the Client accesses or uses the Service in relation to any investments or financial assets other than the Relevant Assets or uses it for the benefit of a third party other than the Client Group; or

c) the Client challenges, opposes or seeks to invalidate any of the FundApps IP or makes any claims relating to FundApps' title or entitlement or licensed rights to the FundApps IP, or if the Client assists another person to do any of those things.

7. EFFECT OF TERMINATION

7.1 Subject to the Client continuing to pay the Fees in accordance with the terms of this Agreement, if requested by the Client in writing prior to the date of termination FundApps will continue to supply the Service for a period of up to 3 months from the date of termination or such other period agreed between the Parties to allow the Parties to implement a program to effect an orderly cessation of the Service and to maintain business continuity to the Client's business.

7.2 Subject to clause 7.1, upon the termination of this Agreement:

a) the licenses granted to the Client under clause 2.1 will terminate;

b) the licences granted to FundApps under clause 10.1 will terminate;

c) the Client will cease any use of the Service and FundApps may immediately block access to the Service to the Client Group and Users;

d) FundApps will provide the Client with a copy of the Client Data in a readable format if requested by the Client and will (insofar as technically feasible) irreversibly delete all Client Data in its possession or control and will not keep a copy of such Client Data or any part thereof; and

e) each Party will (insofar as technically feasible) irreversibly delete Confidential Information in its possession or control (including, with respect to the Client, in the possession or control of the Client Group or its Users) that belongs to the other and will retain no copies or records of the same, except to the extent reasonably required for compliance with legal and regulatory requirements regarding records keeping.

7.3 Upon request, a Party will confirm in writing that the obligations stated in clause 7.2 have been duly complied with.

7.4 The termination of this Agreement will not affect any accrued rights or liabilities of any Party.

7.5 Clauses 1, 5, 6, 7, 8, 11, 13, 14 and 15 will survive termination of this Agreement for any reason.

8. CONFIDENTIAL INFORMATION

8.1 Each Party may have access to Confidential Information of the other Party under this Agreement and will be entitled to use the Confidential Information and to disclose it to its Affiliates, officers, directors, employees, agents, representatives, licensees, subcontractors, partners and advisors to the extent reasonably necessary to exercise its rights and fulfil its obligations under this Agreement.

8.2 Each Party will ensure that its Affiliates and other authorised recipients of Confidential Information observe the provisions of this clause 8 as fully as if they were parties to this Agreement and apply at least such standards of confidentiality in relation to the Confidential Information of the other Party as it applies generally in relation to its own confidential information.

8.3 Each Party will not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement and will take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed in violation of the terms of this Agreement.

8.4 Notwithstanding anything to contrary under this Agreement, a Party may disclose the other Party's Confidential Information if required by court, regulatory authority or Exchange of competent jurisdiction provided that it has consulted with the other party (if permissible at law) and taken steps to protect the confidentiality, and to limit the disclosure, of the Confidential Information as far as reasonably possible.

8.5 A Party's Confidential Information does not include information that a Party can show by written evidence: (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was in the other Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party.

8.6 The Parties' obligations under this clause 8 will survive termination of this Agreement for a period of 5 years with respect to Confidential Information that is not a trade secret, and indefinitely with respect to Confidential Information that is a trade secret.

9. DATA PROTECTION

9.1 The Parties will comply with their respective obligations under applicable Data Protection Laws and Schedule C.

10. CLIENT DATA

10.1 As between the Parties, the Client is the sole and exclusive owner (or in relation to Market Data provided by the Client, the licensee) of all Intellectual Property Rights in or relating to Client Data. The Client hereby grants to FundApps a non-exclusive, non-assignable (except as provided for in clause 15.4), worldwide license to use the Client Data, for the purpose of providing the Service and performing its obligations under this Agreement.

10.2 Notwithstanding anything to the contrary in this Agreement, FundApps will not access Position Data or Market Data provided by the Client except: (a) to store Client Data on the servers hosting the Software as required to provide the Service; or (b) with the express permission of the Client (e.g. where such access is necessary to enable FundApps to provide Support and Maintenance).

11. INTELLECTUAL PROPERTY

11.1 Except with respect to Client Data obtained directly by the Client, as between the Parties, FundApps is the sole and exclusive owner (or in relation to third party software and material, the licensee) of all Intellectual Property Rights in or relating to all parts of the Software and all elements of the Service, including the software code, the structure, design and layout of the Software, the know-how incorporated in the Software and the Service, artistic work included in the Software and its Trademarks(together, the "**FundApps IP**"). Except for the licenses expressly granted to the Client under this Agreement, the Client acknowledges that it will not acquire any right, title or interest in or under any of the FundApps IP.

11.2 If the Client becomes aware of any actual or suspected infringements of the FundApps IP (an "**Unauthorised Use**"), it will notify FundApps promptly and without undue delay in writing giving such particulars of such Unauthorised Use as may be available in the circumstances. The Client will not take or threaten any action or legal proceedings and will not make any threats, complaints or statements to any third party in relation to such Unauthorised Use. FundApps will have the sole discretion as to whether to take any action or make any threats or statements in relation to such Unauthorised Use.

11.3 Neither Party may use the other's name or Trademarks without the prior written consent of the other.

12. REPRESENTATIONS AND WARRANTIES

12.1 <u>Mutual Representations and Warranties</u>. Each Party represents and warrants that: (a) it has the rights, power and authority, and has taken all action necessary to execute, deliver and exercise its rights, to perform its obligations, under this Agreement; (b) its obligations under this Agreement are, or when this Agreement is executed will be, enforceable in accordance with its terms; (c) neither the execution nor the performance of this Agreement by such Party is prohibited or restricted by any provision of law and it will not be in breach of any obligation to any third party; and (d) it will comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement.

12.2 <u>FundApps Representations and Warranties</u>. FundApps represents and warrants to the Client that it (a) has not received any notice alleging that the Software or the Service infringe the Intellectual Property Rights of any third party and (b) will obtain and maintain all licenses, consents, approvals, and any other rights and permissions required to provide the Service and Software in accordance with this Agreement. FundApps

warrants that: (a) the Service will provide Alerts relating to the Relevant Assets; (b) the Software will be correctly configured to reflect the Rules in accordance with the most up-to-date Information provided by an Information Provider to FundApps, other than those Rules that the Client has not approved; and (c) the Rules for which the Software is configured accurately reflect the Information provided to FundApps by an Information Provider. The warranties in this clause 12.2 do not apply to breaches caused by or resulting from the Client's non-compliance with its obligations (including, but not limited to, following the procedures set out in the Service Documentation and providing the Client Data).

12.3 <u>Client Representations and Warranties</u>. The Client represents and warrants to FundApps that the Client (and its Users, where necessary) has all rights, permissions and licenses necessary to submit Client Data to the Service and for FundApps to use Client Data in accordance with this Agreement.

12.4 <u>Disclaimer of Warranty</u>. Except for the express warranties stated in this clause 12, the Service and Service Documentation are provided "as is". FundApps disclaims all warranties, whether express, implied, statutory or otherwise including warranties of merchantability, fitness for a particular purpose or title. FundApps does not warrant that the Service and Service Documentation will meet the Client Groups requirements or that use of the Service will be uninterrupted, continuous, achieve any intended result, be compatible or work with any software, system or other services or be secure, accurate, complete, free of harmful code or error free The entirety of the warranty disclaimers in this clause 12.4 shall also apply to Third Party Data.

13. LIMITATIONS ON LIABILITY

13.1 The Client acknowledges that:

a) the use of the Service does not relieve the Client from its legal and compliance obligations in relation to its Relevant Assets, including in relation to the Rules, and that it remains solely the Client's obligation to ensure compliance with all Financial Regulations;

b) the Client is solely responsible for ensuring that the Rules and the Service are appropriate for the Client's business, its internal policies and organisational structure;

c) the Service and the Rules for which it is configured by FundApps are based solely on Information provided to FundApps by an Information Provider (or such other sources that FundApps may choose). FundApps is not required to obtain Information from any source other than an Information Provider or to verify the Information obtained from it;

d) the Information provided by an Information Provider is generic information and has not been tailored to reflect the specific circumstances of the Client or specifically for the purposes of transposing the Rules into the Software and an Information Provider has no involvement in writing or verifying the Rules in the Software;

e) the Information is subject to interpretation and (in some cases) translation and the interpretation of regulators and enforcement agencies in the Coverage may be different from the interpretation suggested in the Information. Inaccuracies in the transposition of Rules can occur as a result of translation. The Information is provided to FundApps as at a particular date and may become out of date if Rules are amended, repealed or re-enacted in the Coverage. Other than with respect to the warranties provided in clause 12.2, FundApps expressly disclaims any representation, warranty or condition, and the Client acknowledges that no such representation, warranty or condition is given by FundApps, as to the accuracy or reliability of the Information or that it is comprehensive, fully up-to-date or correctly interpreted or translated by an Information Provider;

f) an Information Provider has no liability to the Client in relation to any of the arrangements contemplated in this Agreement; and

g) Where the Service enables the Client to create "Disclosure Forms" in the Software to either send or export those Disclosure Forms to the relevant regulator or filing processing agent referred to in an Order Form ("**Disclosure Recipient**"), FundApps does not verify the information contained in a Disclosure Form and the Client acknowledges that a Disclosure Form may be rejected by the Disclosure Recipient. The Client is solely responsible for fulfilling the requirements of a relevant Disclosure Recipient including, but not limited to, ensuring a Disclosure Form includes all the relevant information and any additional undertakings necessary to successfully file a Disclosure Form within the relevant filing deadlines.

13.2 FundApps will not be liable to the Client for, and the Client on behalf of the Client Group hereby irrevocably waives, any claim against FundApps or its Affiliates, employees, officers, agents or subcontractors relating to or arising out of: (a) any of the matters referred to in clause 13.1; (b) delays, acts or omissions, or the accuracy of data provided by an Information Provider, a regulatory authority, Third Party Data provider or Market Data provider; (c) any inability to access or use the Service to the extent arising from a failure of: (i) a Disclosure Recipient's system(s) or the Disclosure Recipient's inability to process Disclosure Forms transmitted by the Client using the Service; or (ii) to the extent arising from a failure of the Client to subscribe to an Information Provider or a Market Data provider; (d) any incorrect Client Data resulting in the receipt of an incorrect alert from the Service; (e) the loss or corruption of Client Data; (f) breaches of Service security, interception of electronic communications, and any unauthorised access to or misuse of computer systems; (g) damage caused by viruses, trojans, worms and other disabling or harmful devices that may affect the Client Group as a result of the use of or access to the Service or (h) any suspension or disruption of the Service.

13.3 In no event will:

a) either Party's collective aggregate liability under or in connection with this Agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or otherwise, exceed the total amount of fees paid or payable to FundApps during the twelve-month period preceding the event giving rise to the claim.

b) either Party be liable for any consequential (including, but not limited to, lost profits), indirect, exemplary, special or punitive damages, whether arising out of or in connection with this Agreement under any theory of liability, including breach of contract, tort (including negligence), strict liability or otherwise, regardless of whether such damages were foreseeable and whether or not such party was advised of the possibility of such damages.

13.4 The limitations contained in this clause 13: (a) will not exclude or restrict a Party's liability for: (i) any obligation to pay the fees; (ii) death or personal injury resulting from negligence; (iii) fraud or fraudulent misrepresentation, gross negligence or wilful misconduct; and (b) shall apply to the maximum extent permitted by applicable law.

14. INDEMNIFICATION

14.1 Indemnification by the Client. The Client will indemnify, defend and hold harmless FundApps, its officers, directors, employees, agents and Affiliates (the "**FundApps Indemnified Parties**") against any loss, cost, damage, liability or expense (including reasonable legal costs) ("**Losses**") incurred or suffered by the FundApps Indemnified Parties arising out of any claim, action, proceedings or allegation brought by a third party arising out of: (a) the use of the Service by the Client Group or any

User in breach of this Agreement (except where such claim is an Infringement Claim or arises out of the intentional misconduct or negligence of FundApps); or (b) the unauthorised use of the Service by any third party where such use is facilitated by the Client Group or its Users.

14.2 Indemnification by FundApps. FundApps will indemnify, defend and hold harmless the Client Group, its officers, directors, employees, agents (the "**Client Indemnified Parties**") from and against all Losses arising out of or in connection with any claim, action, proceedings or allegation brought by a third party against the Client Indemnified Parties alleging that the use of the Software or Service by the Client or the Client Group in accordance with the terms of this Agreement infringes any Intellectual Property Rights of a third party ("**Infringement Claim**"). The Client acknowledges that this clause 14.2 states the entire responsibility and liability of FundApps and the Client's sole and exclusive remedy for any actual or alleged infringement of third-party Intellectual Property Rights in connection with this Agreement.

14.3 Exclusions. Notwithstanding any contrary provision in this Agreement, FundApps has no obligation to indemnify or defend the Client for or against any Infringement Claim to the extent it arises out of or relates to the Client Group's or its User's: (a) use of the Software or Service in combination with materials, software, Intellectual Property Rights or services not furnished or approved by FundApps, where there would be no basis for the Infringement Claim but for the combination; (b) any breach of clause 12.3; (c) improvement, modification or enhancement of, or creation of any derivative work based on, the Software or Service; or (d) failure to implement a work-around, release, update or other modification to or for the Software or Service as provided or directed by FundApps.

14.4 Procedure. Claims covered under clauses 14.1 and 14.2 are "**Indemnified Claims**." The Parties' obligations with respect to the Indemnified Claims are conditional upon: (a) the indemnified Party giving notice to the indemnifying Party in writing as soon as reasonably practicable of any Indemnified Claim of which it has notice; (b) the indemnified Party not making any admission as to liability or compromise or agreeing to any settlement of any Indemnified Claim without the prior written consent of the indemnifying Party, which consent will not be unreasonably withheld or delayed; each party mitigating its losses; and (c) the indemnified Party permitting the indemnifying Party (and providing it with all authority necessary) to assume, at its own expense, the conduct of or the right to settle all negotiations and litigation arising from any Indemnified Claim and the indemnified Party giving all assistance required in connection with those negotiations and such litigation at the indemnifying Party's reasonable request and expense.

14.5 Mitigation. If any Infringement Claim is made or threatened, or in FundApps' reasonable opinion is likely to be made or threatened against the Client, FundApps may at its sole option and expense, take one of the following actions:

a) procure for the Client the right to continue accessing or using the Service (or any part thereof) in accordance with the terms of this Agreement;

b) modify the Software or the Service so that it ceases to be infringing;

c) replace the Software with non-infringing comparable software; or

d) if the actions in (a) to (c) are not viable, terminate this Agreement immediately by giving notice to the Client and refund any of the Fees paid by the Client as at the date of termination in respect of any period after the effective date of termination, provided that if FundApps modifies or replaces the Software, the

modified or replacement software must comply with the warranties contained in clause 12 and the Client will have the same rights in respect thereof as it would have had under that clause had the references to the date of this license been references to the date on which such modification or replacement was made.

15. MISCELLANEOUS

15.1 Force Majeure. Except with regard to payment obligations, neither Party will be liable to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (and such delay or failure does not constitute a breach of this Agreement) to the extent such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond the control and without negligence of the hindered Party (the "**Hindered Party**"), including acts of God, strikes, lockouts, riots, acts of war or terrorism, cybercrime, epidemic or pandemic, earthquake, fire, explosions, and government sanctions or the orders of any court of competent jurisdiction (each a "**Force Majeure Event**"). The Hindered Party will give notice within 5 Business Days following the Force Majeure Event, stating the period of time the occurrence is expected to continue. If the Force Majeure Event prevails for a continuous period of more than 30 days and as a result the proper performance of this Agreement is prevented to a material degree, the non-Hindered Party may terminate this Agreement by giving 30 days' notice. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination and not as a result of the Force Majeure Event.

15.2 The Hindered Party will use commercially reasonable efforts to end the delay or failure and ensure the effects of such Force Majeure Event are minimized. The Hindered Party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

15.3 Compliance. Each Party will comply with all applicable anti-corruption and anti-bribery laws, including where applicable the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, as amended.

15.4 Subcontractors. FundApps may engage a subcontractor to perform all or any of its obligations under this Agreement. FundApps will remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by the subcontractors as if they were its own. For the avoidance of doubt, the Hosting Provider shall be considered a subcontractor for the purposes of this clause 15.4.

15.5 Assignment. Except with FundApps' prior written consent (not to be unreasonably withheld), the Client may only assign, delegate or transfer this Agreement and any of its rights or obligations under this Agreement to: (a) an Affiliate; or (b) an acquirer of all or a majority of the Client's equity interests, assets, or business to which this Agreement relates (including by a merger, consolidation, or operation of law), in each case, on condition that the transferee agrees to be bound by the terms of the Agreement and demonstrates sufficient finances to fulfil its obligations under this Agreement (a "**Permitted Transfer**"). In the event of a Permitted Transfer, the Relevant Assets immediately prior to the effective date of such Permitted Transfer shall remain the Relevant Assets following the Permitted Transfer. Assets of any acquirer shall become Relevant Assets as soon as the parties comply with the process in clause 5.3 to include these in the Services. FundApps may assign or otherwise transfer this Agreement or any of its rights, remedies or obligations under this Agreement to: (a) an Affiliate for the purposes of providing the Services without any notice to the Client, provided FundApps remains liable for the services provided by any such Affiliate pursuant the terms of this Agreement; or (b) an acquirer of all or a majority of FundApps' equity interests, assets or business to which this Agreement relates (including by a merger,

consolidation or operation of law upon prior written notice to the Client ("**Change of Control**"). In the event of a Change of Control, the Client may terminate this Agreement on 30 days written notice only if the Client can provide reasonable evidence, that such a Change of Control would have a materially adverse effect on the Client. This Agreement binds and inures to the benefit of the Parties and their respective permitted assignees and successors. The Parties acknowledge that its assignment, delegation or other transfer of this Agreement will not relieve the Parties of their obligations under this Agreement (unless novated separately). Any purported assignment, delegation or other transfer in contravention of this clause is void.

15.6 Notices. All notices, requests, and other communications required or permitted under this Agreement between the Parties must be in writing; and either sent by email or by registered mail to a Party at the postal or email address specified on the Order Form, or any other address notified to a Party from time to time. Additionally, where sent from FundApps to the Client; notices may be delivered by electronic means (such as notifying the change through the Software) provided that FundApps will provide legal notices (including termination notices) by email.

15.7 Entire Agreement. This Agreement (including the Order Form) constitutes the whole agreement between the Parties and supersedes all previous or contemporaneous discussions, correspondence, negotiations, arrangements, understandings and agreements between the Parties with respect to its subject matter. If a provision in the Order Form conflicts with any other provision in this Agreement, those of the Order Form will prevail.

15.8 Counterparts. This Agreement may be executed in counterparts (including electronic copies), each of which is deemed an original and which together form one and the same agreement.

15.9 Amendments. Any amendments to this Agreement must be in writing and signed by each Party's authorised representatives.

15.10 No Waiver. A Party's failure to enforce any provisions of or rights deriving from this Agreement does not waive those provisions or rights, or that Party's right to enforce those provisions or rights. Except to the extent stated otherwise in this Agreement, each Party's rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity.

15.11 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court, regulatory authority or Exchange of competent jurisdiction, it will be limited, modified or disregarded to the minimum extent necessary so the rest of this Agreement remains in effect.

15.12 Third-Party Rights. Unless it expressly states otherwise, no one other than a Party to this Agreement shall have any right to enforce any of its terms.

15.13 Independent Relationship. The Parties are independent contractors, not agents, partners or joint venturers.

15.14 Dispute Resolution. The Parties will cooperate in good faith to resolve any dispute, claim or controversy between them arising out of or in relation to this Agreement or the performance of the Services (the "**Disputed Matter**") within 14 days after a Party notifies the other Party of the Disputed Matter (the "**Resolution Period**"). The Parties acknowledge that their discussions and efforts during the Resolution Period to resolve a Disputed Matter are settlement discussions under applicable rules of evidence and without prejudice to either Party's legal position. In the event the Parties are not able to resolve a Disputed Matter by the conclusion of the Resolution Period, either Party may commence an action, suit or proceeding in accordance with clause 15.15. Solely for purposes of this clause 15.14, "Disputed

Matters" excludes claims for: (i) equitable relief; (ii) indemnification under clause 14; and (iii) that a Party has infringed, misappropriated or otherwise violated the other Party's Intellectual Property Rights.

15.15 <u>Governing Law.</u> If an Order Form is with FundApps Ltd, this Agreement shall be governed by and construed in accordance with English law, excluding its conflict of laws principles and the Parties submit to the exclusive jurisdiction of the courts of London, England in relation to any dispute between them arising in connection with this Agreement. If an Order Form is with FundApps Inc, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws principles and the Parties submit to the exclusive jurisdiction of the federal and state courts located in the County of New York within the State of New York.

<div align="center">**SCHEDULE A - SUPPORT AND MAINTENANCE**</div>

1.   General

The Client acknowledges that Support and Maintenance will be provided to the Client by FundApps and not by the Information Provider. All enquiries related to Support and Maintenance must be directed to FundApps in accordance with this Schedule A. In no event will FundApps be required to make available the services of any technical staff (or other personnel) to the Client at any premises other than remotely from FundApps' own premises.

2.   Maintenance

a.   FundApps shall maintain and update the Software. This shall include all regularly scheduled error corrections, bug fixes, patches, software updates and modifications, installation of Data Updates and those upgrades limited to improvements to features described in the Service Documentation either in response to reports on malfunctions or as routine (**Maintenance Events**).

b.   FundApps shall at all times endeavour to keep any Service interruptions to a minimum. However, FundApps may be required to suspend, disrupt, interrupt or block the Service:

    i.   with at least 48 hours' prior notice for scheduled downtime to facilitate the Maintenance Events outside of 9am to 5pm on Business Days; and

    ii.   with at least 24 hours' notice or otherwise as soon as reasonably practicable: (i) for unscheduled downtime as a result of technical failures or issues including system breakdown, communication or network problems, server overloading or any Force Majeure Event (including third-party website or application unavailability); (ii) as necessary to protect or prevent the Service from fraud or unlawful or unauthorised use, access or attack; and (iii) if FundApps determines that the Service is being used by the Client or a User in breach of Financial Regulations, or if such suspension is required to comply with an order or direction of any court of law, governmental or regulatory authority or Exchange (**Emergency Events**).

3.   Support

a.   FundApps shall provide the following support to the Client:

    i.   a remote helpdesk service during the Support Hours and via the Support Methods for the number of Authorised Contacts as detailed below in the relevant Support Plan as subscribed to by the Client in an Order Form;

Support Plan		Standard	Advanced	Premium
Support Hours		8am to 6pm GMT, ET and SGT on Business Days in the Client's regional FundApps office	8am to 6pm GMT, ET and SGT on Business Days in the Client's regional FundApps office	24 hours on Business Days across all FundApps offices
Support Methods	**Online portal support (for submitting support ticket requests via https://support.fundapps.co)**	✓	✓	✓
	Phone support (specific telephone number contact as outlined in an Order Form)	Not included	✓	✓
	Named email support (specific email address contact as outlined in an Order Form)	Not included	✓	✓
Authorised Contacts		5	10	15

    ii.   self-serve resources by way of a help centre;
    iii.   Access to the community portal;
    iv.   Access to technical documentation; and
    v.   Invitations to webinars and events.

b.   The Client shall:
    i.   Submit a support request in accordance with the Support Methods outlined above;
    ii.   Ensure that each support request includes all necessary information and descriptions of the enquiry, issue or error including details of the effect on the Client's business operation (if any) to enable FundApps to be able to determine the severity or priority level and respond to the request in accordance with the tables below;
    iii.   Use Commercially Reasonable Efforts to respond promptly with any information reasonably requested by FundApps to clarify or resolve the support request; and
    iv.   Co-operate and communicate with FundApps to reproduce issues, conduct diagnostics and troubleshoot activities as reasonably requested.

c.   FundApps shall:
    i.   prioritise support requests based on its reasonable assessment of the severity and priority level of the issue reported (depending on whether the request relates to an Operational Enquiry or a Technical Error); and
    ii.   respond to support requests submitted via the Support Methods by the Client in accordance with the response times set out as follows:

Operational Enquiry: issues or reports related to the day-to-day use, and operability of the Service in accordance with the Service Documentation.			
Severity Level and Description of the Operational Enquiry	**Response Times in accordance with the Support Plan during Support Hours**		
	Standard	**Advanced**	**Premium**
Level 1: A critical enquiry regarding the Service that may impact the Clients ability to perform time-critical operations. This issue is classified as having no viable workaround.	4 hours	4 hours	2 hours
Level 2: A serious enquiry regarding the Service that affects the Clients ability to complete operations that are not time-critical but that may have a materially adverse impact if not remediated.	8 hours	8 hours	6 hours
Level 3: An enquiry regarding the Service that impairs the ability of the Clients to complete operations, but there is likely no adverse effect on a Clients business or ability to file.	2 Business Days	2 Business Days	2 Business Days
Level 4: Non-urgent issues that have minimal impact on the Clients immediate experience. These questions may involve general information requests, suggestions, or non-critical feedback.	5 Business Days	5 Business Days	5 Business Days

Technical Error: technical failures, system breakdowns, data losses, unauthorised access or other incidents affecting the Software.	
Priority Level and Description of the Technical Error	**Response Times for all Support Plans**
Class 1 Technical Error: The Client cannot access the Software or there is a serious error such that continued use of the Software is either impossible or mission-critical functions are impacted.	Within 4 hours at any time.
Class 2 Technical Error: An error that materially and adversely affects the Client's business activities but either: (i) the Client continues to be able to use the Software for non-mission-critical business functions; (ii) the Client is able to use the Software for mission-critical functions at a diminished level; or (iii) there is a workaround or temporary fix in place for a mission-critical business function, and in each event, such malfunction is not a Class 1 Technical Error.	Within 4 hours on Business Days between 9am to 6pm GMT and ET.
Class 3 Technical Error: An isolated or minor error in the Software that (a) does not significantly affect Software functionality; (b) may disable only non-essential functions; or (c) does not materially impact the Client's business activities.	Within 2 Business Days between 9am and 6pm GMT and ET.

d.   FundApps may not be able to comply with the response times for a Technical Error, Operational Enquiry or other such support requests reported by the Client if it results from: (i) the Client's use of the Software or Services in breach of this Agreement; (ii) a failure by the Client to implement recommendations in respect of solutions to any Technical Error, Operational Enquiry or other support request previously advised by FundApps; or (iii) a fault in Client or other third-party software, hardware, applications or network infrastructure.

e.   If a Client has enabled the just in time access feature within the Software then the Client acknowledges that FundApps performance of Support and Maintenance obligations as outlined in this Schedule A will be subject to such access being provided by the Client. Failure by the Client to provide access in a timely manner may have an impact on FundApps' ability to provide the Support and Maintenance and Service Availability Arrangements which FundApps cannot be held responsible for.

f.   FundApps obligation to provide Support and Maintenance under this Schedule A is exhaustive and, together with the warranties at clause 12, will constitute its sole and entire liability to the Client in connection with any Technical Errors, Operational Enquiry, Maintenance Event, Emergency Event affecting the Software or interrupting the Service.

4.   Product Specific Support

If the Client has elected to subscribe to an additional environment as listed in an Order Form and they intend to use it as a staging environment (i.e. not a live production environment), then the following priority and severity levels shall not apply: Level 1 for an Operational Enquiry and Class 1 for a Technical Error.

5.   Additional or New Feature Requests

The Client may make additional or new feature requests on an ad-hoc basis to FundApps through the relevant Account Manager or Client Success Manager and not via the Support Methods outlined in this Schedule A. FundApps will consider such requests at its discretion. For the avoidance of doubt, any such requests will not be subject to any response times as outlined in this Schedule A.

<div align="center">**SCHEDULE B - SERVICE AVAILABILITY ARRANGEMENTS**</div>

1.   Service Availability

FundApps shall provide access to the Service for 24 hours per day, 7 days per week and commits to the Software being available to log into and access 99% of the time for each calendar month, subject to the Exclusions (**Availability Commitment**).

FundApps will: (a) monitor the status and availability of all components associated with the Software, (b) track and provide the Client access to reports of monthly availability data through the webpage: http://status.fundapps.co and (c) include, at a minimum, information relating to the potential number of availability minutes within the reporting month; any minutes of unavailability and any period that did not meet or exceed the Availability Commitment.

FundApps will calculate the availability at the end of each calendar month as follows:
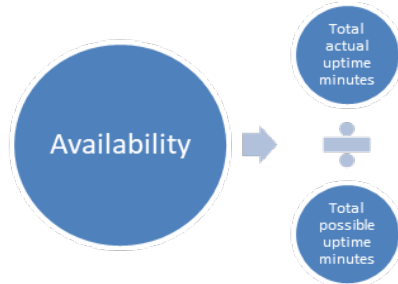
"Actual uptime minutes" is the number of minutes during which the Client is able to log into and access the Software and any minute during which the Software is unavailable (other than as a result of any Exclusions) is not considered to be an actual uptime minute.

2.   Service Credit

2.1   If availability falls below the Availability Commitment for each calendar month, FundApps shall provide the Client with a discount on the Fees payable by a percentage calculated as follows (**Service Credit**):

Availability	Service Credit
99.00 to 100%	0
95.00 to 98.99%	5%
90.00 to 94.99%	10%
<90.00%	20%

2.2   The maximum aggregate Service Credit that may be accumulated during any Contract Year (regardless of the cumulative Service Credits accrued on a calendar month basis) is limited to a 20% discount on the Fees payable to FundApps by the Client for the Contract Year following the Contract Year in which the Service Credit was calculated and claimed. In the event the Client terminates the Agreement pursuant to clauses 6.1 and 6.2 with a Service Credit owing to the Client, FundApps will provide the Client with a credit note. In the event FundApps terminates the Agreement pursuant to clause 6.3 there will be no Service Credit due.

2.3   To claim a Service Credit, the Client shall make a request in writing to notices@fundapps.co within 14 Business Days after the end of any calendar month in which the Client experienced the unavailability of the Software. Once claimed, any Service Credit owed will be deducted from the Fees due from the Client to FundApps for the next Contract Year. For the avoidance of doubt, FundApps may decline to grant a Service Credit in respect of any period of unavailability for which the Client has failed to submit a claim.

2.4   The Parties acknowledge and agree that; (a) payment of a Service Credit does not operate by way of penalty and constitutes a genuine attempt to pre-estimate loss and (b) the provision of a Service Credit shall be the sole and exclusive remedy for an Availability Commitment failure.

3.   Exclusions

3.1   The Software will not be considered unavailable (and therefore not be included in the Availability Commitment calculation) during any outages, disruptions or other connectivity issues caused by:
(a)   Maintenance Events;
(b)   Emergency Events;
(c)   Issues with the Client's or a third party's hardware, software, network infrastructure, internet connectivity or bandwidth;
(d)   The Client's use of the Software contrary to FundApps' advice;
(e)   The Client's failure to provide FundApps with timely access to respond, resolve or mitigate an Operational Enquiry or Technical Error where the Client has enabled the just in time access feature;
(f)   Actions or omissions by the Client, its Users, or unauthorized third parties accessing the Software; and
(g)   Any breach by the Client of its obligations under this Agreement.

1.   DEFINITIONS

Client Personal Data means personal data received from or on behalf of the Client in connection with the performance of FundApps' obligations under this Agreement.

Data Protection Laws means all laws and regulations applicable to the processing of personal data under the Agreement, including, as applicable; (i) the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and any binding regulations promulgated thereunder ("**CCPA**"), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**" or "**GDPR**"), (iii) the Swiss Federal Act on Data Protection ("**FADP**"), (iv) the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**") and (v) the UK Data Protection Act 2018; in each case, as updated, amended or replaced from time to time.

EU Standard Contractual Clauses or **EU SCCs** means the Standard Contractual Clauses approved by the European Commission in decision 2021/914 and as modified in the manner set forth in section 8.

Restricted Transfer means: (i) where EU GDPR applies, a transfer of Client Personal Data from the European Economic Area (EEA) to a country outside the EEA that is not subject to an adequacy determination, (ii) where UK GDPR applies, a transfer of Client Personal Data from the United Kingdom to any other country that is not subject to an adequacy determination or (iii) where FADP applies, a transfer of Client Personal Data from Switzerland to any other country that is not subject to an adequacy determination.

Sub-processor means another data processor engaged by FundApps for carrying out processing activities in respect of the Client Personal Data on behalf of the Client.

Sub-processor List means the list of Sub-processors as identified in FundApps privacy policy located here: https://www.fundapps.co/privacy-policy.

Personal Data Breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Client Personal Data being processed by FundApps on behalf of the Client.

UK International Data Transfer Agreement means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force as of March 21, 2022.

When used in this Agreement, the following terms will have the same meaning as in the Data Protection Laws: (a) personal data; (b) controller; (c) processor; (d) data subject; (e) processing; and (f) supervisory authority.

2.   SCOPE

The Parties agree that where there is any processing of Client Personal Data by FundApps on behalf of the Client, the Client will be the data controller and FundApps will be the data processor and the terms of this Schedule C will apply and to the extent such processing is subject to Data Protection Laws.

The Parties will each comply with Data Protection Laws in their respective processing of Client Personal Data. The Client will comply with Data Protection Laws in its issuing of Client Instructions to FundApps. The Client will ensure that it has established all necessary lawful bases under Data Protection Laws to enable FundApps to lawfully process Client Personal Data for the purposes contemplated by the Agreement, including, as applicable, by obtaining all necessary consents from, and giving all necessary notices to data subjects.

The Parties will work together in good faith to negotiate an amendment to this Schedule C as either party reasonably considers necessary to address the requirements of Data Protection Laws from time to time.

3.   INSTRUCTIONS AND DETAILS OF PROCESSING

FundApps will process Client Personal Data as a processor only; (i) to provide the Services and perform its obligations under the Agreement; (ii) in accordance with the Client's reasonable documented instructions consistent with the terms of the Agreement ((i) and (ii) together meaning "**Client Instructions**"); and (iii) as set forth in Annex 1 to this Schedule C; or (iv) to comply with FundApps obligations under applicable laws, subject to any notice requirements under Data Protection Laws.

FundApps will notify the Client if it receives an instruction that it reasonably determines infringes Data Protection Laws (but FundApps will have no obligation to actively monitor the Client's compliance with Data Protection Laws).

FundApps will protect Client Personal Data in accordance with its confidentiality obligations as set forth in the Agreement. FundApps will ensure personnel who process Client Personal Data either enter into written confidentiality agreements or are subject to statutory obligations of confidentiality.

4.   SUB-PROCESSORS

The Client generally authorises FundApps and its Affiliates to engage Sub-processors to process Client Personal Data.

FundApps will: (i) enter into a written agreement with each Sub-processor on terms substantially similar to the terms of this Schedule C and (ii) remain liable for compliance with the obligations of this Schedule C and for any acts or omissions of a Sub-processor that cause FundApps to breach any of its obligations under this Schedule C.

FundApps will maintain an up-to-date list of its Sub-processors, including their functions and locations, as specified in the Sub-processor List. FundApps may update the Sub-processor List from time to time. At least 30 days before any new Sub-processor processes any Client Personal Data, FundApps will add such Sub-processor to the Sub-processor List and notify the Client through email or other electronic means through the Service.

If, within 30 days after notice of a new Sub-processor, the Client has raised a reasonable objection to the new Sub-processor based on data protection concerns, and the Parties have failed to agree on a solution within a reasonable time, either Party may terminate the Agreement

on 30 days written notice, without prejudice to any other remedies available under law or contract. If the Client does not object to the Sub-processor then it will be deemed to have accepted the Sub-processor.

5.   SECURITY

FundApps will implement and maintain reasonable and appropriate technical and organisational measures, procedures and practices as appropriate to the nature of the Client Personal Data, that are designed to protect the confidentiality, integrity and availability of Client Personal Data and protect against a Personal Data Breach, in accordance with its Security Documentation. FundApps will regularly monitor its compliance with its Security Documentation.

6.   BREACH NOTIFICATION AND RESPONSE

FundApps will implement and follow procedures to detect and respond to a Personal Data Breach. FundApps will: (i) notify the Client without undue delay and, in any event, no later than the time periods (if any) specified in the Data Protection Laws, after becoming aware of a Personal Data Breach affecting the Client and (ii) make reasonable efforts to identify the cause of the Personal Data Breach, mitigate the effects and remediate the cause to the extent within FundApps reasonable control.

Upon the Client's request and considering the nature of the applicable processing, FundApps will assist the Client by providing, when available, information reasonably necessary for the Client to meet its Personal Data Breach notification obligations under Data Protection Laws. The Client acknowledges that FundApps notification of a Personal Data breach is not an acknowledgement by FundApps of its fault or liability.

The Client is responsible for reviewing the information made available by FundApps relating to data security and making an independent determination as to whether the Service meets the Client's requirements and legal obligations under Data Protection Laws. The Client is solely responsible for complying with Personal Data Breach notification laws applicable to the Client and fulfilling any obligations to give notices to government authorities, affected individuals or others relating to any Personal Data Breach.

7.   DATA SUBJECT REQUESTS

Upon the Client's request and taking into account the nature of the applicable processing, to the extent such information is available to FundApps, FundApps will reasonably assist the Client in fulfilling it obligations under Data Protection Laws with respect to;

(a)   carrying out a data protection impact or similar risk assessment related to the Client's use of the Service, including, if required by Data Protection Laws, assisting the Client in consultations with relevant government authorities;
(b)   promptly referring requests received from data subjects exercising their rights under Data Protection Laws in relation to the Client Personal Data to the Client;
(c)   Notifying the relevant supervisory authority and/or communications to data subjects by the Client in response to any Personal Data Breach.

8.   INTERNATIONAL DATA TRANSFERS AND REGION-SPECIFIC TERMS

FundApps (and its Affiliates) may process and transfer Client Personal Data globally as necessary to provide the Service. If FundApps engages in a Restricted Transfer, it will comply with the following cross border transfer mechanisms.

EU Transfers. Where Client Personal Data is protected by EU GDPR and is subject to a Restricted Transfer, the following applies:

i.   The EU SCCs are hereby incorporated by reference as follows:
    a.   Module 2 applies where the Client is a controller of Client Personal Data and FundApps is a processor of Client Personal Data and Module 3 applies to the extent the Client is a processor Client Personal Data;
    b.   Client is the "data exporter" and FundApps is the "data importer"; and
    c.   by entering into this DPA, each party is deemed to have signed the EU SCCs (including their Annexes) as of the Effective Date.
ii.   For each Module, where applicable the following applies:
    a.   the optional docking clause in Clause 7 applies;
    b.   in Clause 9, Option 2 will apply and changes to the sub-processors will be notified in accordance with Section 4 of this Schedule C;
    c.   in Clause 11, the optional language does not apply;
    d.   in Clause 13, all square brackets are removed with the text remaining;
    e.   in Clauses 17 and 18, the Parties agree that the governing law and forum for disputes for the EU SCCs will be determined in accordance with Clause 15.17 or, if such section does not specify an EU Member State, the Republic of Ireland (without reference to conflicts of law principles);
    f.   the Annexes of the EU SCCs will be deemed completed with the information set out in this Schedule C; and
    g.   if and to the extent the EU SCCs conflict with any provision of this Schedule C the EU SCCs will prevail.

Swiss Transfers. Where Client Personal Data is protected by the FADP and is subject to a Restricted Transfer, the following applies:

i.   The EU SCCs apply as set forth in this Section 8 with the following modifications:
    a.   in Clause 13, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commissioner;
    b.   in Clause 17 (Option 1), the EU SCCs will be governed by the laws of Switzerland;
    c.   in Clause 18(b), disputes will be resolved before the courts of Switzerland;
    d.   the term Member State must not be interpreted in such a way as to exclude data subjects in Switzerland from enforcing their rights in their place of habitual residence in accordance with Clause 18(c); and
    e.   all references to the EU GDPR in this Schedule C are also deemed to refer to the FADP.

UK Transfers. Where Client Personal Data is protected by the UK GDPR and is subject to a Restricted Transfer, the following applies:

     i. The EU SCCs apply as set forth in this Section 8 with the following modifications:

       a. each party shall be deemed to have signed the "UK Addendum to the EU Standard Contractual Clauses" ("**UK Addendum**") issued by the Information Commissioner's Office under section 119 (A) of the Data Protection Act 2018;

       b. the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of Client Personal Data;

       c. Tables 1, 2 and 3 of the UK Addendum will be deemed completed with the information set out in this Schedule C and Table 4 will be deemed completed by selecting "neither party";

       d. any conflict between the terms of the EU SCCs and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum; and

       e. in Part 2: Part 2 - Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119 (A) of the Data Protection Act 2018 on 2 February 2022, as it is revised under section 18 of those Mandatory Clauses.

CCPA Transfers. To the extent that FundApps processes Client Personal Data that is subject to the protection of the CCPA then the following additional terms will apply:

"consumer", "business", "business purpose", "personal information", "sell", "service provider" and "share" will have the meanings given to them in the CCPA.

When processing Client Personal Data in accordance with Client Instructions, the Parties acknowledge and agree that the Client is a business and that FundApps is a service provider for the purposes of the CCPA.

FundApps will process Client Personal Data as a Service Provider strictly for the limited and specific business purpose of performing the Services under this Agreement or as otherwise permitted by the CCPA, including as described in this Schedule C. Further, FundApps confirms that it (a) will not sell or share Client Personal Data; (ii) will not process Client Personal Data outside the direct business relationship between the Parties, unless required by applicable law; and (iii) will not combine the Client Personal Data with other personal information that FundApps may collect or receive from another source (other than information FundApps receives from another source in connection with its obligations as a service provider under the Agreement).

FundApps will comply with its applicable obligations under the CCPA and provide the same level of privacy protection to Client Personal Data as is required by the CCPA. FundApps will notify the Client promptly after it makes a determination that it can no longer meet its obligations under the CCPA.

FundApps acknowledges that the Client has the right to: (i) take reasonable and appropriate steps under section 9 to help to ensure that FundApps use of Client Personal Data is consistent with the Clients obligations under the CCPA, (ii) receive from FundApps notice and assistance under section 7 regarding consumers' requests to exercise rights under the CCPA and (iii) upon notice, take reasonable and appropriate steps to stop and remediate unauthorised use of Client Personal Data.

The Parties acknowledge and agree that the disclosure of Client Personal Data by the Client to FundApps does not form part of any monetary or other valuable consideration exchanged between the Parties.

9.   AUDIT

FundApps will keep records of its processing in accordance with Data Protection Laws, and upon the Client's request, make available to the Client any records or information reasonably necessary to demonstrate compliance with FundApps obligations under this Schedule C and the Data Protection Laws.

FundApps will describe its third-party audit and certification programs (if any) and make summary copies of its audit reports available to the Client upon the Client's written request at reasonable intervals (subject to confidentiality obligations). The Client may share a copy of the audit reports with relevant government authorities as required upon their request. The Client agrees that any audit rights granted by Data Protection Laws will be satisfied by audit reports and the procedures set out in this section 9.

Subject to the terms of this section 9, the Client has the right, at the Client's expense, to conduct an audit of reasonable scope and duration pursuant to a mutually agreed-upon audit plan with FundApps that is consistent with the Audit Parameters (defined below). The Client may exercise its audit right: (i) to the extent FundApps' provision of an audit report does not provide sufficient information for the Client to verify FundApps' compliance with this Schedule C or the parties' compliance with Data Protection Laws, (ii) as necessary for the Client to respond to a government authority audit or (iii) in connection with a Personal Data Breach.

Each audit must conform to the following parameters ("**Audit Parameters**"): (i) if conducted by an independent third party, that party will enter into a confidentiality agreement with FundApps, (ii) be limited in scope to matters reasonably required for the Client to assess FundApps' compliance with this Schedule C and the parties' compliance with Data Protection Laws, (iii) occur at a mutually agreed date and time with at least 30 days prior notice and only during FundApps' regular business hours, (iv) occur no more than once annually (unless otherwise required under Data Protection Laws), (v) giving FundApps a reasonable period of time to comply with any information request made by the Client; (vi) using reasonable efforts to ensure that audits and inspections are, as far as reasonably possible, conducted in such a way as to keep any disruption to FundApps' business generally to a minimum, (vii) cover only facilities controlled by FundApps, (viii) restrict findings to the Client Personal Data only and (vii) treat any results as confidential information to the fullest extent permitted by Data Protection Laws.

10.   PERSONAL DATA DELETION OR RETURN

During the Term, the Client may through the administrative features of the Software or such other means as indicated by FundApps, access deactivate or request deletion of Client Personal Data.

Within 30 days of termination or expiry of this Agreement, using industry standard deletion practices FundApps will delete all Client Personal Data in its possession from its systems.

Notwithstanding the foregoing, FundApps may retain Client Personal Data: (i) as required by Data Protection Laws or (ii) in accordance with its standard backup or record retention policies, provided that, in either case, FundApps will maintain the confidentiality of, and otherwise comply with the applicable provisions of this Schedule C with respect to, retained Client Personal Data and not further process retained Client Personal Data except for such purpose(s) and duration specified in such applicable Data Protection Laws.

ANNEX 1 TO SCHEDULE C - DATA PROCESSING DETAILS

Data Exporter (Controller):	The Client Contact person's name, position, and contact details: as outlined in the Order Form.
Data Importer (Processor):	FundApps Contact person's name, position, and contact details: as outlined in the Order Form, additionally FundApps privacy team can be contacted at privacy@fundapps.co.
The subject matter and duration of the processing:	Client Personal Data will not be processed for a period longer than is necessary for serving its purpose. In respect of all processing activities other than storage of the Client Personal Data, the processing will cease on expiry or termination of the Agreement. In respect of storage of the Client Personal Data, the processing will cease in accordance with section 10 of Schedule C.
Frequency of transfer:	Continuous
The nature and purpose of the processing:	FundApps will process Client Personal Data only for the purpose of providing the Services to the Client, including Support and Maintenance.
Processing Activities:	Collection Storing Accessing, reading or consultation Erasure or destruction
The type of personal data being processed:	Names Email addresses Data related to User login activity and usage of the Service
The type of sensitive data being processed:	None
The categories of data subjects:	Client employees and/or Users
Transfers to sub-processors:	To help with the delivery of the Service, FundApps engages Sub-processors to assist with its data processing activities. Details of the sub-processors and the purpose for engaging them is in the Sub-processor List.