

Terms of Use are a legal document between You (as defined below) and World Compliance, Inc., having a principal place of business at 1000 Alderman Drive, Alpharetta, GA, 30005 (“Provider”) and they set forth terms and conditions by which You may access and use the Application (as defined below). If You do not agree to these Terms of Use, You may not access or use the Application.

In addition to these Terms of Use, your use of <https://members.worldcompliance.com> including all webpages provided from the domain not included in an Application, as defined below, is governed by the LexisNexis® Terms & Conditions currently located at: <https://risk.lexisnexis.com/terms>.

## 1) DEFINITIONS

Unless otherwise indicated, the following capitalized terms used in this agreement shall have the following meanings:

- a. “Agreement” means these Terms of Use, and all documents referenced in these Terms of Use.
- b. “Affiliate” a business entity controlling, controlled by or under common control, directly or indirectly, with a party to the Agreement. For purposes of this definition only, “control” means ownership of more than fifty percent (50%) of the voting stock (on an “as-converted” basis) or other voting ownership interest in an entity.
- c. “Application” means the WorldCompliance web-based software applications accessed via user login and their applicable Application Content provided to You at [worldcompliance.com](http://worldcompliance.com), including all or any part thereof. For avoidance of doubt, as used herein, “Application” means both the Application as a whole and the individual components of, and information delivered through, the Application.
- d. “Application Content” means any and all data, text, graphics, and information from the WorldCompliance databases or content sets specified on a Schedule A (or if no Schedule A exists, from the WorldCompliance Full File) to which Provider gives You access through the WorldCompliance web-based software applications.
- e. “Authorized User(s)” means a person or entity to whom Provider assigns a user name and password under this Agreement, thereby enabling such user(s) to access the functions, features and information available at or through the Application.
- f. “Effective Date” shall mean the earlier of (i) Provider’s provision to You of a Password enabling You to access to the Application, (ii) Your actual access to the Application; or (iii) the effective date of Your Schedule A or other express written acceptance of the terms of this Agreement.
- g. “Force Majeure” shall have that meaning described in Section 9, below.
- h. “Password” shall mean that access code or combination of access codes provided to an Authorized User which enables such user to access the Application Content at the Application.
- i. “Schedule A” means Your written order for the WorldCompliance services and Application Content accessible through this Application (typically labelled “Membership Form” or “Schedule A”) which has been accepted by Provider.

- j. "Use" shall mean view, copy, display, and print for internal business purposes only.
- k. "You" or "Your" shall mean (i) the person or entity consenting to be bound by this Agreement, which consent may be manifested by execution of a Schedule A or other written agreement between You and the Provider or by accessing or using the Application, (ii) any Authorized User of the Application, and/or (iii) any and all entities on whose behalf you are acting in consenting to the terms of this Agreement.

## 2) ACCESS; LICENSE GRANT

- a. License. Subject to the terms and conditions of this Agreement, Provider grants You a non-exclusive, non-transferable, non-assignable, limited license to access and Use the Application for the number of Users (or User IDs) listed on a Schedule A hereto.
- b. Affiliate Use. Passwords shall be used only by the person or entity to whom such Passwords were provided by Provider. Unless otherwise permitted by Provider in writing, no Affiliate or other third party may use Your Password to access or Use the Application, and You shall not share, reveal or otherwise permit any Affiliate of Yours or other third party to use Your Password. In the event that an Affiliate or other third party requires access to or Use of the Application, such Affiliate or third party must receive a Password from Provider and agree to the terms of a separate license agreement.
- c. Restrictions. The Application may be used only by You for Your internal business purposes and not for providing services to third parties. You shall not provide Application in form of screenshots, reports or other ways to the entity profiled nor reveal that Provider was the source of information from the Application. You shall not provide the Application to any third parties unless required to do so by law or court order. You shall ensure that each person or entity authorized to access and Use the Application under the terms of this Agreement is informed of, and agrees to abide by, the obligations of the license described herein. You shall not use the Application to offer due diligence, compliance or related services to third parties, including but not limited to timesharing, facilities management, outsourcing or service bureau uses. You shall not use any network monitoring or discovery software or processes to determine the Application's architecture, or extract information about usage or individual identities of users. You shall not Use, export or re-export the Application in violation of the export control laws and regulations of the United States of America.
- d. Personal Information. You represent and warrant that You are permitted to collect, process, and use the information that You obtain from the Application, and will not collect process or use such information for any purposes not permitted under applicable laws. Without limiting the other restrictions set forth in this Agreement, You shall use the Application solely for purposes of identity verification, fraud prevention or enforcement of laws designed to prevent money laundering to the extent permitted by laws and regulations applicable to You and by this Agreement. You shall use the Application in accordance with the requirements of all applicable laws and regulations.
- e. Passwords. The security and integrity of Your Password is Your responsibility. Provider is not liable, and shall be held harmless by You, for any unauthorized use of Your Password. If You believe that the confidentiality or integrity of Your Password has been or is likely to be compromised, You agree to immediately contact Provider, after which a new Password will be assigned to You. You agree to pay any Fees incurred under this Agreement as a result of any wrongful use of Your Password by a third party, provided such use was not the result of any improper action by Provider. Unauthorized and/or improper use of Your Password may lead to immediate termination of this Agreement by Provider.

f. Security. You shall (a) restrict access to the Application to those employees who have a need to know as part of their official duties; (b) ensure that none of Your employees or Authorized Users (i) obtain and/or use any information from the Application for personal reasons, or (ii) transfer any information received through the Application to any person except as permitted hereunder; (c) take all commercially reasonable measures to prevent unauthorized access to, or use of, the Application, whether the same is in electronic form or hard copy, by any person or entity; (d) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through the Application as it is being disposed; (e) take all steps to protect Your networks and computer environments, or those used to access the Application, from compromise.

g. Eligibility Determinations Prohibited. You certify that You will not use any of the information You receive through the Application to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; (4) apartment rental, check-cashing, or the opening of a deposit or transaction account or (5) if used in the United States, for any other purpose in connection with which a consumer report may be used under the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.).

h. Health Information. You represent and warrant that You will not provide Provider with any information that is created or received by a health care provider, health plan, employer, or health care clearinghouse; and that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and that identifies or can be used to identify the individual.

### 3) FEES

a. In exchange for the license granted in this Agreement, You hereby agree to pay the fees set forth in the Schedule A, to Provider (the "Fees").

b. Unless otherwise agreed to in writing by Provider, all Fees are due in advance of You accessing or using the Application. Provider is not obligated to extend any credit to You and reserves the right, in Provider's sole discretion, to revoke any credit extended. Any Fees due to Provider by You which are not paid within twenty (20) days after You receive an invoice for such Fees, shall accrue interest at one and one-half percent (1.5%) per month, or such lesser amount as required by law, assessed from the date which is twenty (20) days after the receipt of invoice through the date of payment.

c. In addition to the Fees, You shall pay all sales and other taxes, federal, state or otherwise, however designated, but excluding taxes on Provider's income or taxes relating to the employment of

d. Provider's employees, which are levied or imposed by reason of the transactions contemplated hereunder.

e. Provider has the right, but not the obligation, to suspend any Password allocated to You if the Fees are not timely paid in full. In the event that the Fees remain unpaid for thirty days or more, Provider shall have the right to immediately terminate this Agreement.

### 4) OWNERSHIP

a. Title and full ownership rights in and to the Application licensed under this Agreement, and all intellectual property rights therein including patent, copyright, trademark and trade secret rights in the Application, shall remain with Provider or, where applicable, its third party providers.

b. Notwithstanding the foregoing, You shall have the right to retain and Use the results of Your searches generated in the legitimate Use of the Application during the term of this Agreement, solely for internal business purposes, regularity compliance, and internal record keeping.

## 5) PRICING SCHEDULES

Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

## 6) CONFIDENTIALITY

Customer and Provider acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Provider's information, product information, pricing information, product development plans, forecasts, data contained in the Application licensed under this Agreement, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

## 7) TERM; TERMINATION

- a. Term. This Agreement shall commence on the Effective Date, and shall continue for an initial term of one (1) year unless otherwise set forth on the Schedule A or sooner terminated as provided herein (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods terms (each a "Renewal Term" and together with the Initial Term, the "Term") until terminated as provided herein.
- b. Termination for Cause. A party (a "terminating party") may terminate this Agreement immediately in the event that the non-terminating party commits a material breach of this Agreement, and such breach remains uncured for thirty (30) days or more after the non-terminating party is notified in writing of the breach. In the event that Provider terminates this Agreement for cause, all Fees paid to Provider shall be non-refundable.
- c. Termination without Cause. Either party may terminate this Agreement at the end of the then-current Initial Term or Renewal Term by notifying the other party of its intention to terminate this Agreement at least sixty (60) days prior to the end of such Initial Term or Renewal Term.

## 8) NO ADVICE

The Application provides certain information about particular persons, which information is derived from numerous public sources located throughout the world. You understand and acknowledge that Provider does not editorialize the Application Content, nor warrant or guarantee that the sources for the Application Content are accurate or error-free, or that inaccuracies or errors in the Application Content will be discovered or remedied. The Application Content is not intended to constitute, and does not constitute, compliance or due diligence advice, and does not provide particular compliance or due diligence advice with regard to any person or entity listed in the Application Content. All assumptions, inferences or conclusions that You derive or deduce from the Application Content are Your work product, and are not endorsed or supported by Provider. No customer of Yours or other third party should be denied service or access based solely on data or results provided by Provider or the Application. You acknowledge and agree that You are responsible for any denial of service or access to a customer or other third party, and that You shall not deny such service or access based upon data or results provided by Provider or the Application without first conducting an appropriate review and adjudication process. The accuracy, completeness, adequacy or currency of the Application Content is not warranted or guaranteed. All Application Content is provided "as is" and, except as otherwise provided by this Agreement, Your use of the Application is at your own risk. You agree that the categories under which the Application Content is grouped in the Application are intended to provide points of reference only, and are not intended to imply or acknowledge that particular persons are, in fact, properly labeled as such.

## 9) WARRANTIES; LIMITATIONS

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE APPLICATION IS PROVIDED TO YOU "AS IS", AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, PROVIDER DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS,

INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM OR ARISING FROM THE USE OF THE APPLICATION INCLUDING (i) ANY ERRORS IN OR OMISSIONS FROM THE WEBSITE OR THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, AND INCOMPLETE DATA (ii) ANY THIRD PARTY WEBSITES OR INFORMATION OR DATA ACCESSED THROUGH LINKS IN THE APPLICATION, (iii) THE UNAVAILABILITY OF THE APPLICATION OR ANY PORTION THEREOF, (iv) YOUR USE OF THE APPLICATION, AND/OR (v) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE APPLICATION.

c. IN NO EVENT SHALL PROVIDER BE LIABLE FOR (i) INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (ii) LOSS OF OR DAMAGE TO DATA FROM ANY CAUSE BEYOND PROVIDER'S WILLFUL ACTS, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR SAVINGS.

d. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, THEN YOU AGREE THAT THE AGGREGATE LIABILITY OF PROVIDER FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE FEES ACTUALLY PAID BY YOU TO PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

e. Special Disclaimer for Application Content. As additionally described elsewhere in this Agreement, You understand and agree that the Application Content is derived from public sources which, themselves, may contain inaccurate or erroneous information. Further, you understand and agree that Provider does not warrant or guarantee that it has included all relevant portions of any public source or information that comprises the Application Content, and that portions of the Application Content may be taken out of the context in which they were originally reported. You agree that Provider shall not be responsible for, and assumes no liability for, any infringement, mistakes, assumptions, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the Application Content, and You shall hold Provider harmless for the publication or re-publication of such Application Content.

## 10) MISCELLANEOUS

a. Indemnification.

i. You agree to indemnify, defend and hold harmless Provider and Provider's officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Application, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your misuse of the Application or any claim or action by a third party arising from or related to Your Use of the Application (other than claims for which Provider agrees to indemnify You described in Section 10(a)(ii), below).

ii. Provider hereby agrees to protect, indemnify, defend, and hold You harmless from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the Application therein, when used in accordance with this Agreement, infringe a United States patent or copyright, subject to the following: (i) You must promptly give written notice of any claim to Provider; and (ii) You must provide any assistance which Provider may reasonably request for the defense of the claim (with reasonable out of

pocket expenses paid by Provider). Notwithstanding the foregoing, Provider will not have any duty to indemnify, defend or hold You harmless with respect to any claim of infringement resulting from (1) Your misuse of the Application; (2) Your failure to use any corrections made available by Provider; (3) Your use of the Application in combination with any product or information not provided or authorized in writing by Provider; or (4) any information, direction, specification or materials provided by You or any third party.

iii. The indemnifying party in this Section 10(a) shall control the defense of any indemnified claim, provided that any settlement intended to bind the indemnified party may not be entered into without the indemnified party's prior written consent which shall not be unreasonably withheld by the indemnified party, and the indemnified party shall be permitted to participate in the defense of the claim with counsel of its own choosing at the indemnified party's own expense.

b. Unlawful Activity. You understand and agree that in order to ensure compliance with applicable law and Provider policies, Provider may conduct periodic audits of Your activity and may contact You to provide documentation regarding usage and executed searches. You agree to cooperate fully with any and all audits and/or investigations. Provider reserves the right to investigate complaints or reported violations of this Agreement and to take any action Provider reasonably deems appropriate in response to such violations, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to address such violations to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. Provider reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including but not limited to the right to block access from a particular Internet address to the Application.

c. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving any effect to any choice of law or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. The sole and exclusive venue for all actions and claims arising from or related to this Agreement shall be Fulton County, Georgia, and each party hereby consents and submits to the personal jurisdiction of the courts in that venue.

d. Privacy. Your use of the Application is subject to Provider's Privacy Policy as that policy is published at the Application and amended from time to time by Provider.

e. Sanctions Laws. You acknowledge that Provider is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, You shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. You shall not provide access to the Application to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. You shall not take any action which would place Provider in a position of non-compliance with any such economic sanctions laws.

f. No Waiver. Failure or delay by either party in exercising any right or remedy will not constitute a waiver under this Agreement.

g. Entire Agreement; Severability. This Agreement constitutes the entire agreement between You and Provider with respect to the subject matter of this Agreement, and supersedes all previous agreements or negotiations concerning the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing signed by both parties (except as may be set forth by Provider on a Schedule A and signed by You). Notwithstanding the foregoing, however, Provider reserves the right to amend this Agreement from time to time by posting the new Terms of Use on the worldcompliance.com website. You agree to and shall comply with such amended Agreement as of the earlier of (i) the thirtieth (30th) day following written notice from Provider of such amendment or (ii) the first (1st) day of the first Renewal Term that begins ten (10) days or more following posting of such amended Terms of Use on the worldcompliance.com website; provided however, if You may choose to reject such amendment by terminating this Agreement prior to the applicable date indicated in clauses (i) and (ii) by providing written notice to Provider of Your rejection of the amendment and termination of the Agreement. If any provision of these Terms of Use is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

h. Force Majeure. Neither party shall be deemed to be in default of or to have breached any provision of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented as a result of any act of God, act of civil or military authorities, civil disturbance, war (declared or undeclared), strike or other labor dispute, fire, natural disaster, transportation contingency, other catastrophe, or any other occurrence that is beyond the party's reasonable control ("Force Majeure"). The party prevented from performance by a Force Majeure event shall give the other party written notice of the Force Majeure event promptly upon discovery thereof, and shall use best efforts to recommence performance of the affected obligations or provide an acceptable alternative.

i. Publicity. You shall not name Provider or refer to the use of Provider products or services in any publication, news release, advertisement, or promotional or marketing materials.

j. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective (i) when delivered personally to the addressee, (ii) upon receipt after being sent by commercial overnight carrier service with tracking capabilities, or (iii) five (5) days following mailing by U.S. certified mail. Notices to You may be sent to the most recent address that You provided to Provider. Further, You agree that notice to You may be sent electronically to any email address You have provided to Provider. Notices to Provider shall be sent to: World Compliance Inc., Attention: Legal Department, 1000 Alderman Drive, Alpharetta, Georgia 30005. Either party may designate a different address by notice given in accordance herewith.

k. Survival. The following sections shall survive termination of this Agreement: 4(a), 6, 8, 9, 10(a)(i), 10(c), 10(d), 10(g).