

PARTIES

- (1) Landscape Ventures Limited a company incorporated and registered in England and Wales with number 12742304 whose registered office is at 86-90 Paul Street, London, England, EC2A 4NE, trading as 'OpenScout'. ("**OpenScout**");
- (2) The organisation entering into this Agreement with OpenScout (the "**Client**").

BACKGROUND

- (A) OpenScout offers a platform which enables scouts and dealmakers to find potential investors for opportunities which they have identified..
- (B) The Client wishes to make use of the platform, either to promote or identify such opportunities.

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

In this Agreement, the following words have the following meanings:

"Agreement" means this agreement and all schedules and annexures to it.

"Commencement Date" means the date on which this Agreement is entered into by the parties to it.

"Completion" means, in relation to an Opportunity, a state of affairs whereby an Investor has either entered into a binding agreement to provide funding to the Fundraiser offering that Opportunity, or has otherwise entered into any other arrangement to fund or invest in that Opportunity (and terms such as **"Complete"** shall be interpreted accordingly).

"Conduct Legislation" means the Modern Slavery Act 2015 and the Bribery Act 2010 and all replacement and modifying legislation and regulations pertaining thereto.

"Content" means content (which may relate to a particular Opportunity) created, provided or licensed by a User of the Services and uploaded to the same (or, where such content is not technically uploaded to the Services, provided via the Services to another User).

"Data Protection Legislation" means the Data Protection Act 2018 and the GDPR and all replacement and modifying legislation and regulations pertaining to data protection in the UK, and/or such legislation as may supersede either or both of those statutory instruments from time to time.

"Data Controller" shall have the meaning of 'controller' set out in the Data Protection Legislation.

"Data Processor" shall have the meaning of 'processor' set out in the Data Protection Legislation.

“Data Subject” shall have the meaning of ‘data subject’ set out in the Data Protection Legislation.

“Downtime” means a period of time during which the Platform and the Services are inaccessible by the Client.

“End-User” means a specific individual person who uses the Platform, either as a User in their own right or as the employee, director, or agent of a User that is a corporate entity.

“Fundraiser” means a User who uses the Platform to promote one or more Opportunities in respect of which they are the party raising funds, or where they exercise total or partial control over that party (as a shareholder, director, senior manager or otherwise).

“GDPR” means the retained EU law version of Regulation (EU) 2016/679, as it forms part of the law of England and Wales by virtue of the European Union (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and/or such legislation as may give effect to its terms.

“Informed” means, in relation to an Opportunity known of by an Investor, that the relevant Investor requested details of that Opportunity from a Scout via the Platform (and the Investor shall be considered to have been Informed of that Opportunity irrespective of any additional or alternative channels via which it may have become aware of that Opportunity or received additional details relating to it).

“Investor” means a User who uses the Platform to search for and peruse potential Opportunities with a view to entering into discussions relating to those Opportunities with the relevant Scouts.

“Fixed Initial Period” means a period of twelve months, which shall begin on the Commencement Date.

“Intellectual Property Rights” means all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all rights to renew the same.

“Online Specification” means any technical specification of the Service’s functionality and/or any commercial details relating to pricing or similar details which may be posted on OpenScout’s website or otherwise made available via the Service from time to time.

“Opportunity” means a business opportunity relating to a Fundraiser, which is identified by a Scout as one which that Scout considers may be of interest to one or more Investors as a potential investment.

“Outage” means an instance of Downtime.

“Platform” means the online ‘OpenScout’ platform which is made available to Users on a fee paying basis.

“Permitted Purpose” means the purpose of using the Service and Platform to promote or identify potential investment opportunities.

“Personal Data” shall have the meaning of ‘personal data’ set out in the Applicable Data Protection Legislation.

“Scout” means a User who uses the Platform to list and promote Opportunities with a view to attracting the interest of Investors.

“Service Fee” means the total value of Success Fees owed by the Client to OpenScout pursuant to this Agreement.

“Services” means the functionality of the Platform, which consists of a platform on which Scouts are able to list outline details of Opportunities, Investors are able to peruse such listings, and via which further information may be provided by Scouts to Inform Investors of Opportunities in which they may express an interest,.

“Service Fee” means a deduction from a Success Fee which is retained by OpenScout to compensate it for providing the Services and the Platform to Users, the value of which will be set out on the Website or otherwise communicated to Scouts from time to time.

“Subscription Fee” means a fixed payment made by a User in return for use of the Service.

“Success Fee” means a payment which is payable to a Scout when an Investor Completes in relation to an Opportunity which was introduced to the Platform by that Scout and which is predicated on the total value of the overall Completion funding (which, where relevant, may include funds raised through channels other than the Platform); the value of the Success Fee will be set out on the Website and may be updated from time to time.

“Term” means the effective term of this Agreement.

“Tier” means a specified level of access to the Platform which is to be provided for a specified period of time (which may include a Fixed Initial Term) and which may require the payment of a Subscription Fee, as specified on the Website.

“User” means a user of the Services and the Platform (which may use the Platform in the capacity as a Scout, Fundraiser or as an Investor from time to time).

“Website” means the OpenScout website located at <https://openscout.landscape.vc>, or such URL as it may be hosted at from time to time.

“Working Day” means 0900 – 17:00 Monday to Friday excluding UK bank and public holidays.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 References to clauses are to the clauses of this agreement.

- 1.5 Unless the context clearly and unambiguously requires otherwise, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. DURATION

- 2.1. This Agreement shall commence on the Commencement Date and shall (subject to the provisions for termination set out in this Agreement):
 - 2.1.1. where the Tier of use selected by the User specifies that the Agreement is to have a Fixed Initial Period, it shall run for that Fixed Initial Period, and thereafter;
 - 2.1.2. from the conclusion of any Fixed Initial Period, or from commencement if no such period is applicable to the User's Tier, the Agreement shall run in perpetuity until terminated by either party in accordance with Clause 10 below.

3. PLATFORM LICENCE

- 3.1. In consideration of the continued and timely receipt of the Service Fee OpenScout grants to the Client a non-exclusive, non-transferable, non sub-licensable licence to use the Platform in order to receive the Services and to make use of the same for the Permitted Purpose for the Term.
- 3.2. The Client recognises that the Platform shall be provided remotely on a 'software as a service' basis and that the licence set out in clause 3.1 shall not entitle the Client to receive a copy of the Platform in source or object code form. The Client further acknowledges that OpenScout may at any time, and without notice, incorporate licence management software into the Platform for the purposes of ensuring that licence rights are not exceeded.

4. WARRANTIES

- 4.1. OpenScout warrants to and undertakes with the Client that:

- 4.1.1. it has full right, power and authority to licence to Platform to the Client on the basis set out and in accordance with the terms of this Agreement;
 - 4.1.2. without prejudice to clauses 4.3 or 4.5.2, use, possession or receipt of the benefit of the Platform in accordance with the terms of this Agreement shall not cause or represent a breach of any third party's Intellectual Property Rights; and
 - 4.1.3. it has all requisite registrations under Data Protection Legislation and will maintain such registrations throughout the Term and will comply with the provisions of such legislation.
- 4.2. OpenScout does not and cannot control the flow of data to or from its network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the Internet (or portions thereof). Although OpenScout will use its reasonable endeavours and take all actions commercially appropriate to remedy and avoid such events, OpenScout cannot guarantee that such events will not occur and the parties to this Agreement agree that OpenScout shall have no liability for any Outages caused by such events.
- 4.3. OpenScout makes no warranty that any Content provided in relation to any particular Opportunity will be fit for any particular purpose, nor that it will meet any particular specification or quality benchmark, Content is the sole responsibility of the User which uploads or provides it and Users' sole remedy for Content that fails to meet any particular criteria shall be from the User which originally provided that Content.
- 4.4. OpenScout makes no warranty that the Service will be available at all times, or that provision of it will be uninterrupted or error free. Save for as expressly set out in these terms, no implied warranties or other terms, including any implied term relating to satisfactory quality or fitness for purpose, shall apply to the Service or its use by the Client.
- 4.5. Client warrants to and undertakes to OpenScout that:
 - 4.5.1. it will use the Platform only for lawful purposes and in accordance with this Agreement;
 - 4.5.2. it has and shall maintain all necessary rights to upload, use, provide and licence any Content which it may upload to the Service (including, for the avoidance of doubt, all rights necessary to promote and/or invite consideration of an Opportunities which that User may list on the Platform);
 - 4.5.3. it shall ensure that Content which it uploads (including any Content which describes, details or identifies any Opportunity) complies with all applicable law, including the Conduct Legislation and/or which it may provide to any User or third party via the Service.

4.5.4. it will comply at all times with the Data Protection Legislation and with the Conduct Legislation;

The Client recognises that it has sole control over the Content that it uploads to the Service and accordingly undertakes to indemnify and hold harmless OpenScout from any breach by it of this clause 4.5.

5. LISTING OPPORTUNITIES

- 5.1. From time to time Scouts may use the Service to list Opportunities which they consider may be of interest to Investors. Users acknowledge that Scouts shall not be under any obligation to submit any particular number or value of Opportunities to the Platform, nor shall Users be under any obligation to consider any particular Opportunities which may be listed thereon. The listing of an Opportunity by a Scout represents an invitation to other Users to consider it, no guarantee is given (to Fundraisers or otherwise) that such listings will generate any particular amount of interest or activity.
- 5.2. Users recognise and acknowledge that listings of Opportunities represent offers to treat and that a response to such listings shall not, without more, create any kind of binding contract or agreement between the relevant Users at that stage.
- 5.3. Where an Investor considers that a particular Opportunity may be of interest to it, that Investor may use the functionality of the Platform to request further details from the Scout which has listed it, or from the Fundraiser identified in that Opportunity. By requesting such details the Investor will be deemed to be Informed in relation to the relevant Opportunity. From the point of becoming Informed an Investor shall become liable to pay a Success Fee to the Scout in the event that it Completes in relation to that Opportunity, per clause 5.6.
- 5.4. Scouts and Fundraisers are not obliged to respond to any request for further details which may be submitted by an Investor, nor are Scouts obliged to any subsequent or associated requests for detail or information which Investors may put to them from time to time. Each Scout shall be entitled to select the Investors with which they choose to interact as that particular Scout sees fit.
- 5.5. Where an Investor becomes Informed in relation to an Opportunity and wishes to proceed further, that Investor shall be responsible for liaising with the relevant Scout and Fundraiser to seek additional details and, should that Investor wish, documentation necessary to enter into legal arrangements necessary to Complete. Such activity will not take place on the Platform, Users acknowledge that such proceedings are conducted at their own risk. Users should complete full due diligence in relation to all Opportunities which They pursue after becoming Informed.
- 5.6. Where an Investor Completes in relation to any Opportunity of which it has been Informed by a Scout or Fundraiser, the Fundraiser which has received (or is due to receive) the Completion funds from that Investor will be liable to pay the Success Fee. Fundraisers undertake to promptly report such Completions to OpenScout using the

functionality provided on the Platform. Users acknowledge that reporting Completions is evidential rather than determinative, and that OpenScout shall be entitled to use additional systems to detect and receive notifications of Completions in respect of which it may be owed a Success Fee.

- 5.7. When a Completion is reported (or otherwise notified to OpenScout) the Platform will generate an invoice to the Fundraiser involved in that Completion. The Success Fee due will be paid to OpenScout's client account, with funds being remitted on to the Scout after deduction of the Service Fee.
- 5.8. While the Service may enable Users to make representations as to their expertise and/or qualifications (or any other matter), these representations are not verified by OpenScout. Accordingly, OpenScout accepts no liability or responsibility for any such representations (including where any user makes false, misleading or otherwise incorrect statements) and Users accept that they shall have and retain sole responsibility for any representations that they may make via the Service.

6. LEGAL STATUS OF OPPORTUNITIES AND COMPLETIONS

- 6.1. The Service facilitates the exchange of information between Users acting as Investors, Fundraisers and Scouts. Users are not obliged to consider any particular Opportunities as a result of such interactions, nor is any User's use of the Service conditional on the consideration or pursuit of any particular Opportunity.

- 6.2. Where an Investor wishes to:

- 6.2.1. Enter into any kind of legal agreement relating to an Opportunity;

- 6.2.2. provide funds in relation to an Opportunity;

- 6.2.3. or to Complete in relation to any Opportunity;

that Investor shall be solely responsible for producing, or conducting diligence in relation to, the legal documents necessary to bring about that state of affairs. Where Users agree to enter into any kind of financial or legal arrangement as a result of the use of the Platform (or other interaction, facilitated by or arising from use of the Services) the agreements which governs those arrangements will exist solely between the parties to it and OpenScout will not be a party. OpenScout will not in any circumstances play any role in, or be a party to, such arrangements of any kind. Where Users enter into the type of arrangements described in this clause 6.2 (including Completion agreements) their sole remedies in relation to those arrangements will be against the other parties to them

- 6.3. The Client hereby releases OpenScout from all liability for claims, liabilities and losses arising from the type of arrangements described in clause 6.2 and agrees that OpenScout shall have no liability for, or in relation to, any dispute which may arise between the Client and any other User for any reason. In particular, in the event that an Investor fails to realise any form of expected return as a result of engaging with any Opportunity, or in the event that any particular Investor fails to provide agreed

funds in relation to any Opportunity, then any dispute between the two parties shall be subject to such adjudication procedures as may have been mutually agreed between them (or in a competent court with jurisdiction, where no alternative procedure has been agreed). OpenScout is not and will not be responsible for adjudicating disputes between Users and shall not be a party to such proceedings.

- 6.4. While OpenScout does not have liability for the conduct or execution of Opportunities, OpenScout will not tolerate Users who undermine the integrity of the Service by reneging on offers made via it, or which are deemed to have breached the terms of Completion agreements, accordingly OpenScout reserves the right to suspend or remove such Users from the Platform without notice or liability.
- 6.5. OpenScout does not provide or offer insurance cover to Users. Accordingly, OpenScout recommends that all Users take out independent insurance in accordance with the needs of their own businesses.

7. STATEMENTS AND REPRESENTATIONS MADE VIA THE SERVICE

- 7.1. In order to make full use of the Service, Users will be required to upload certain details, including without limitation details about their organisations, the services that they offer, the markets that they are active in, their business plans and forecasts, and the type of Opportunities which they specialise in identifying or investing into.
- 7.2. Some details about Users may be inferred, auto-completed or manually provided by OpenScout when those Users register to use the Service and/or create a profile for their organisation. In the event that the Client does not believe that such details are correct then the Client may use the Service's functionality to amend or change those details. OpenScout accepts no liability for such information and Users are solely responsible for checking and confirming the accuracy of all details set out in their profile listings on the Service.
- 7.3. By uploading details to the Service in the fashion described in clause 7.1 Users are warranting that those details are true and accurate. Other User's will be entitled to rely on the representations that Users make via the Service and accordingly the Client acknowledges that it shall be responsible for the accuracy and truth of any representations that it may make via it.
- 7.4. The Client acknowledges that OpenScout will not have any control over the specification or underlying quality of individual Opportunities. Accordingly, the Client undertakes that it shall not (and shall procure that its employees, directors and agents shall not) hold itself out as an agent or representative of OpenScout and shall at all times make it clear to other Users that it is listing and/or considering Opportunities as a private entity in its own right.
- 7.5. The Service contains functionality that enables Users to detail their experience and competencies. While the Service contains functionality which enables Users to filter search results so as to match queries to Users which have listed relevant experience, that filtering does not represent any form or recommendation or endorsement service.

By using the Services, Investors accept that they are solely responsible for browsing for and selecting potential Scouts and Opportunities and that OpenScout is not, and will not be, responsible for promoting or supplying any particular Scout or Opportunity.

- 7.6. While OpenScout may perform background checking in respect of individual Users (for example, if it receives a high volume of complaints in relation to a particular User) no warranty or undertaking is given that OpenScout will perform such checks in respect of any particular User or at all. As such, the Client agrees that it shall have sole responsibility for any reliance which it may place on any particular representation found on the Service (including without limitation any ratings or reviews of a User given by other Users) and that, in the event that any such information is false or misleading, its sole remedy shall be against the relevant User that originally provided that representation.

8. FEES AND PAYMENT

- 8.1. OpenScout reserves the right to restrict aspects of the Service's functionality to particular tiers of Users only. OpenScout reserves the right to introduce new paid functionality, or to make any particular functionality subject to the payment of a fee at any time. Where it chooses to do so, OpenScout will notify users of the relevant pricing structures.
- 8.2. The Client agrees that the Scout shall be entitled to charge and to receive (via OpenScout) the Success Fee as set out in clause 5.6. The Success Fee shall be payable immediately upon coming due, OpenScout reserves the right to withhold or suspend, restrict and/or withhold the Service (or any aspect of it) from any particular User until the full value of any act of default for the purposes of Clause 10.
- 8.3. Where a User's access Tier specifies that a Subscription Fee is payable in addition to any applicable Success Fees, then that User will be obliged to make payment of those sums as they fall due. Subscription Fees will typically be paid in advance of a particular period of Service, and the value and frequency of such payments will be specified on the Website.
- 8.4. OpenScout shall be entitled to charge the Client interest in respect of the late payment of any sums due under this Agreement on a monthly basis at the rate of 8 per cent per annum above the base rate from time to time of Barclays Bank plc from the due date therefore until payment.
- 8.5. All sums due under this Agreement are expressed exclusive of VAT but, in the event that such sums are subject to VAT or any analogous duty, any such sums shall be payable by the Client.

9. IPR

- 9.1. Subject to the Client's compliance with Clause 9.2 and the exemptions set out in clause 9.3, OpenScout hereby agrees to indemnify the Client in respect of any third-party claims that the Platform infringes that third party's Intellectual Property Rights.

- 9.2. In the event of any claim or contemplated claim which might engage the indemnity set out in clause 9.1 the Client undertakes and agrees:
- 9.2.1. that it shall promptly inform OpenScout of the existence of that claim, providing detailed particulars of the relevant claim to the extent that it is able to do so;
 - 9.2.2. that it shall not, and shall refrain from making, any admission of liability or offer to settle in respect of such claim without first receiving OpenScout's specific written permission to do so;
 - 9.2.3. that it shall grant to OpenScout on request full right and authority to conduct the defence of any such claim;
 - 9.2.4. that it shall provide to OpenScout all such assistance as OpenScout may request in order to assist it in conducting the defence or settlement of any such claim.
- 9.3. For the avoidance of doubt, the parties agree that OpenScout does not accept, and shall not have, any liability for any Content provided by any User, nor for any claim which may arise relating to the same (whether alleging that such Content infringes the Intellectual Property Rights of a third party or otherwise).
- 9.4. Save for where otherwise expressly set out in this Agreement, OpenScout shall be the sole owner of all Intellectual Property Rights inherent in and generated by the Platform and Services and shall, with other members of its company group, be entitled to use such Intellectual Property Rights without restriction.
- 9.5. The Client hereby grants to OpenScout an irrevocable, worldwide, royalty-free, licence to use all Content provided by the Client to OpenScout (or otherwise uploaded to the Platform) for all purposes which OpenScout sees fit in relation to the delivery, operation and/or promotion of the Platform and Services.

10. TERMINATION

- 10.1. For the purposes of this Clause 10 the following events shall be deemed "acts of default":
- 10.1.1. if a party commits any material breach of any term of this Agreement and which, in the case of a breach capable of being remedied, shall not have been remedied within 5 days of a written request by the other party to remedy the same;
 - 10.1.2. if the Client commits any breach of the of the Acceptable Use Restrictions set out in clause 12;
 - 10.1.3. if a party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator,

administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

- 10.2. If either party commits an act of default, the other party may terminate this Agreement forthwith by giving notice in writing.
- 10.3. From the conclusion of any Fixed Initial Period either party shall be entitled to terminate this Agreement forthwith by giving no less than 30 days' written notice to the other, the giving of which shall cause this Agreement to terminate on the final day of the month in which that 30 day period elapses.
- 10.4. Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. In particular, the termination of this Agreement shall not cause a party to it to cease to owe any Success Fee payments which became due during its term, nor shall it cause OpenScout (or any Scout) to lose any entitlement to receive a Success Fee in relation to Opportunities of which the User was Informed during this Agreement's term. Termination of this Agreement for any reason will not entitle any User to receive any form of refund from OpenScout.

11. LIMITATION OF LIABILITY

- 11.1. Neither party shall have any liability to the other for any losses or damages which are not suffered as a direct result of the other party's breach of its obligations under this agreement or any other duty of care owed to the other (whether the relevant claim arises in contract, tort, including negligence, or otherwise) and both parties disclaim, to the maximum extent permissible at law, all liability for indirect and consequential loss or damage which arises out of this Agreement and its subject matter.
- 11.2. Further to clause 11.1 the parties agree that neither party shall, in any circumstances, be liable to the other for any loss of profit, loss of business, loss of contracts, loss of business opportunity, loss of data, loss of reputation or goodwill, that the other may suffer which arises out of this Agreement or its subject matter; whether such loss arises directly, indirectly or otherwise.
- 11.3. Except as expressly stated in Clause 11.4:
 - 11.3.1. OpenScout's total aggregate liability, whether under this Agreement or any collateral contract or cause of action relating to its subject matter (including claims in Tort, including negligence) for loss of or damage to the Client shall not exceed the total value of the Service Fee paid by the Client to OpenScout in the twelve month period immediately preceding the date of the event which gave rise to that Client's first cause of action against OpenScout.

11.4. While the exclusions of liability set out in Clause 11.3 shall apply to the fullest extent permissible at law, the parties to this Agreement recognise that neither party intends to exclude or limit liability for:

11.4.1. death or personal injury caused by its negligence, or the negligence of its officers, employees, contractors or agents; or

11.4.2. fraud or fraudulent misrepresentation;

11.4.3. any indemnity set out in this Agreement; or

11.4.4. any liability which cannot be excluded by law and which is not already specified in this clause 11.4.

11.5. In addition to the exclusions of liability set out above, the parties recognise that OpenScout shall not be liable for any interruptions to, or outages of, the Services arising directly or indirectly from:

11.5.1. interruptions to the flow of data to or from the internet which are caused by a third party which affect all, or a substantial number of, users of the internet;

11.5.2. any of the factors set out in Clause 14;

11.5.3. interruptions to the Services requested by the Client.

12. ACCEPTABLE USE AND SERVICE MANAGEMENT

12.1. As a condition of being granted access to the Platform and the Services the Client agrees that it shall (and that it shall procure that all of its employees, directors and agents shall):

12.1.1. where the Client acts as a Scout or Fundraiser, only list Opportunities and invite Investors to submit requests for further information pursuant to clause 5.3 in good faith, where such invitation represents a genuine and serious intention to progress one or more offers of investment to Completion in the event that such offers are received;

12.1.2. not circumvent, or attempt to circumvent, the Services by (i) attempting to offer initial information relating to an Opportunity other than in the way described in clause 5.3, (ii) by failing to report any Completion in respect of which a Success Fee is owed, or (iii) engaging in any other behaviour designed to promote and/or enter into investment opportunities properly arranged via the Services via any other means, or to avoid any payment obligation that would have otherwise arisen had the Services been properly used in accordance with the terms of this Agreement;

12.1.3. not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by using the Services to deliver any form of malicious code (including computer viruses);

- 12.1.4. not use the Service to offer, solicit, arrange, or engage in, any kind of activity or arrangement which is or which would be unlawful, or which the Client does not possess all necessary regulatory permissions to lawfully engage in;
- 12.1.5. not use the Services to promote the goods or services of any third party save for in the context of an Opportunity;
- 12.1.6. not to use the Services to send communications in a fashion that would be considered to be excessive (or be described as 'spam');
- 12.1.7. not infringe the Intellectual Property Rights of any third party in relation to its use of the Service;
- 12.1.8. not upload to the Service any data, material or information which is false or misleading in any way;
- 12.1.9. treat all other Users and End-Users with respect and courtesy at all times;
- 12.1.10. refrain from transmitting any material that is defamatory, offensive or otherwise objectionable via the Services;
- 12.1.11. not use the Services in a way that could damage, disable, overburden, impair or compromise OpenScout's systems or security measures;
- 12.1.12. not use the Services in any way that OpenScout reasonably considers might bring OpenScout or the Platform into disrepute, or otherwise diminish the goodwill in any trading name or style of OpenScout or the Platform;
- 12.1.13. refrain from using the Service for any unlawful purposes in relation to other Users and/or End-Users, including without limitation for stalking, harassing, or intimidating any other user of the Service.

Together such conditions the "**Acceptable Use Restrictions**".

- 12.2. The Client agrees that it shall be responsible for all representations which it may make via, or upload to, the Service (which may take the form of comments relating to, or reviews of, other Users). The Client undertakes to refrain from making any untrue and/or unlawful representations about other users and is put on notice that OpenScout will comply with any and all requests which it receives from lawful authorities to identify End-Users whose details are requested from it in connection with legal proceedings.
- 12.3. OpenScout reserves the right to withdraw or suspend the Service without notice or liability if it considers that a User (or any employee, director, contractor or agent of the User) or End-User has breached the Acceptable Use Restrictions.

13. DATA PROTECTION

- 13.1. The parties shall comply with all applicable requirements in the Applicable Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligation under the Data Protection Legislation.
- 13.2. The Parties agree that for the purposes of the Data Protection Legislation Client shall be the Data Controller and OpenScout shall be the Data Processor in respect of any Personal Data which is transferred from Client to OpenScout in accordance with this Agreement. Which is anticipated to include the names and related details of the Client's personnel, and which is to be processed for enabling OpenScout to provide the Services to the Client and those members of its personnel which it may nominate to be users of the Service.
- 13.3. The Client recognises that OpenScout will use third party processors, such as providers of online 'web hosting' to process Personal Data under this Agreement. Where OpenScout appoints a third party to process Personal Data it shall only use processors which provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing meets the requirements of the GDPR and ensures the protection of the rights of Data Subjects.
- 13.4. OpenScout shall:
 - 13.4.1. only process the Personal Data for the performance of its obligations pursuant to this Agreement and in accordance with the written instructions of the Client from time to time, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which OpenScout is subject; in such a case, OpenScout shall inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - 13.4.2. ensure that persons with access to the Personal Data are subject to a strict duty of confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 13.4.3. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, having regard to the state of technological developments and the costs of implementing any measures;
 - 13.4.4. ensure that, where it does engage with a third-party processor in accordance with clause 2.3, it will enter into a written agreement incorporating the same data protection obligations set out in clause 2 of this Agreement;
 - 13.4.5. assist Client in responding to any request from any Data Subject which concerns the exercise of that Data Subject's right under the GDPR (subject to the reimbursement by Client of all costs reasonably incurred in the course of the same);

- 13.4.6. assist in ensuring compliance with the Client's obligations under Article 32 to 36 of the GDPR, including in respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, (subject to the reimbursement by Client of all costs reasonably incurred in the course of the same);
 - 13.4.7. notify the Client without undue delay on becoming aware of a relevant Personal Data breach;
 - 13.4.8. at the written instruction of Client securely delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless Union or Member State law requires storage of the Personal Data; and
 - 13.4.9. maintain records of all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and grant Client and its auditors access to OpenScout's processing facilities to conduct audits and inspections (subject to the reimbursement by Client of all costs reasonably incurred in the course of the same); and
 - 13.4.10. immediately inform Client if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.
- 13.5. Subject to the Client's compliance with clauses 13.5.1 through 13.5.5, OpenScout shall indemnify and hold harmless the Client against all liabilities, damages and losses suffered or incurred by Client arising out of or in connection with any breach by OpenScout of this clause 13:
- 13.5.1. If any third party makes a claim, or notifies an intention to make a claim, against Client which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Claim**"), Client shall as soon as reasonably practicable, give written notice of the Claim to OpenScout, specifying the nature of the Claim in reasonable detail;
 - 13.5.2. not make any admission of liability, agreement, offer to settle or compromise in relation to the Claim without the prior written consent of OpenScout;
 - 13.5.3. grant to OpenScout on demand full control of the conduct of any Claim, including all proceedings, negotiations and settlement proceedings which may be associated with the same;
 - 13.5.4. give OpenScout and its professional advisers access at reasonable times to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Client, so as to enable OpenScout and its professional advisers to examine them and to take copies for the purpose of assessing the Claim; and
 - 13.5.5. take such action as OpenScout may reasonably request to avoid, dispute, compromise or defend the Claim.

- 13.6. Clause 13.5 of this Agreement shall not apply where any Claim arises from, or is connected to, the quality of the relevant Personal Data provided by the Client to OpenScout or from OpenScout following the instructions of Client.

14. FORCE MAJEURE

- 14.1. Neither party hereto shall be liable for any breach of its obligations hereunder, except in respect of payment, resulting from causes beyond the reasonable control of the party in default (or its sub-contractors) including but not limited to acts of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike or labour dispute (except involving a party's own employees), pandemic, flood, fire or tempest (an **"Event of Force Majeure"**). Any time limit or estimate for a party to perform any act hereunder shall be suspended during an Event of Force Majeure.
- 14.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 14.3. If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure but such termination shall not affect any pre-existing rights or obligations of either party.

15. WAIVER

- 15.1. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

16. NOTICES

- 16.1. Any notice request instruction or other document to be given here under shall be delivered or sent by first class post, email or by facsimile transmission to the address or to the facsimile number of the other party set out in this Agreement (or such other address or numbers as may have been notified or commonly used between them) and any such notice or other document shall be deemed to have been served on the earlier of the date of acknowledgement of receipt by countersignature or email from the addressee, or 24 hours after the sending of that communication.

17. PUBLICITY

- 17.1. The parties shall be free to announce their engagement in this agreement and to publicly advertise their commercial relationship with the other.

18. INVALIDITY AND SEVERABILITY

- 18.1. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

19. ENTIRE AGREEMENT

- 19.1. Subject to Clause 19.2, this written Agreement (including the Schedules) constitutes the entire agreement between the parties hereto relating to the subject matter hereof. Nothing in this Clause 19.1 or Clause 11.3 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation.
- 19.2. No change, alteration or modification to this Agreement shall be valid unless in writing and signed on behalf of both parties hereto.

20. SUCCESSORS

- 20.1. This Agreement shall be binding upon and endure for the benefit of the successors in title of the parties hereto.

21. ASSIGNMENT

- 21.1. Neither party will be entitled to assign this Agreement nor all or any of its rights and obligations hereunder without the prior consent of the other party, such consent not to be unreasonably withheld or delayed.

22. SUB-CONTRACTING

- 22.1. OpenScout shall be entitled to sub-contract the whole or any part of its obligations hereunder to any third party.

23. DISPUTES

- 23.1. All disputes or differences which shall at any time hereafter arise between OpenScout and the Client in respect of the construction or effect of this Agreement or the rights duties and liabilities of the parties hereunder or any matter or event connected with or arising out of this Agreement (a 'Relevant Event') shall be referred to such independent third party (the 'Third Party') as OpenScout and the Client shall jointly nominate (unless the parties mutually agree to litigate their differences in the courts of England and Wales).
- 23.2. If OpenScout and the Client shall fail to nominate a Third Party within 14 days of the date of occurrence of the Relevant Event then the Third Party shall be nominated by the London office of the Centre for Effective Dispute Resolution.

- 23.3. The Third Party shall act as an expert and not as an arbitrator whose decision (including as to costs) shall, except in the case of manifest error, be final and binding upon OpenScout and the Client.

24. LAW

- 24.1. This Agreement shall be governed by and construed in accordance with English law and (subject always to Clause 23) the parties submit to the exclusive jurisdiction of the courts of England and Wales.

25. THIRD PARTY RIGHTS

- 25.1. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.

26. 3RD PARTY INTEGRATIONS

- 26.1. Where the Service integrates with third party services (such as providers of reward or incentive services) use of the functionality provided by those third parties may be subject to additional terms and conditions. Where such terms apply they will be made known to relevant Users either at the time that the relevant third party service is called upon by the User, or in the Online Specification.