END USER LICENCE AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE SUBSCRIBING FOR THIS SERVICE:

This end-user licence agreement ("**Agreement**") is an important legal agreement between you ("**Customer**" or "**you**") and COMPLYfile Limited of West Lodge, Annacrevy, Enniskerry, Co. Wicklow (the "**COMPLYfile**", "**us**" or "**we**"). This Agreement together with our Privacy Statement Cookies Policy and Terms of Use constitute the entire agreement between the parties. Your right to use the COMPLYfile software is expressly conditioned on acceptance of the Agreement. By clicking on the 'Get Started' button (howsoever labelled) or by using this software as a Customer, you are unconditionally consenting to the terms of this Agreement. If you are accessing this software on behalf of a company, organisation or other legal entity, you are representing and warranting that you are duly authorised by that legal entity to enter into this Agreement on its behalf. This service is only available to Customers over the age of 18 years of age. If you do not have this authority, or if you do not agree to this Agreement, or are under 18 years of age, you must not accept this Agreement and you are prohibited from using the COMPLYfile software.

BACKGROUND

A.   COMPLYfile has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of recruiting, managing and communicating with volunteers of the Customer's voluntary organisation.

B.   The Customer wishes to use COMPLYfile's service in its business operations.

C.   COMPLYfile has agreed to provide and the Customer has agreed to take and pay for COMPLYfile's service subject to the terms and conditions of this Agreement.

AGREED TERMS

1   INTERPRETATION

1.1   The definitions and rules of interpretation in this clause apply in this Agreement.

"**Access Control Data**" is used to manage access to other types of data or functions within Azure. It includes passwords, security certificates, and other authentication-related data.

"**Administrator**" means any user of the software to whom you have granted admininstrative privileges including but not limited to the ability to

access the organisations's COMPLYfile dashboard, invite applicants and access the organisation's user data.

"Administrator Data" is the information about administrators (including account contact and subscription administrators) provided during sign-up, purchase, or administration of the Services, such as name, address, phone number, and e-mail address.

"**Applicant**" is someone who applies to your organization through the COMPLYfile platform. We do not include in your Subscription total an application that is abandoned prior to submission by the applicant.

"**Azure**" is the name of Microsoft's cloud platform (involving a number of different services that includes compute, storage, networking and apps) that helps COMPLYfile's customers to move faster, do more, and save money.

"**Business Day**" any day which is not a Saturday, Sunday or public holiday in Ireland.

"Customer Data" is all the data, including all text, sound, software or image files that you provide, or are provided on your behalf, to us through your use of the Services. For example, Customer Data includes data that you upload for storage or processing in the Services and applications that you or your end users upload for hosting in the Services. It does not include configuration or technical settings and information.

"**Confidential Information**" information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

"**Documentation**" the documents made available to the Customer by COMPLYfile online via www.complyfile.com or such other web address notified by COMPLYfile to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

"**Effective Date**" the date of this Agreement.

"Employees" those employees, agents and independent contractors of the Customer who are authorised by the Customer to be an Administrator to use the Services and the Documentation.

"Metadata" includes configuration and technical settings and information. For example, it includes the disk configuration settings for an Azure Virtual Machine or database design for an Azure SQL Database.

"**Normal Business Hours**" 9.00 am to 5.00 pm local Irish time, each Business Day.

"**Personal Data**" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with

other information that is in or is likely to come into the possession of the data controller.

"**Records**": a new electronic record will be created in your organisation's database whenever someone submits an application form to you through the COMPLYfile software, responds to an email invitation to apply, or whenever you upload details of a volunteer recruited prior to your adoption of the COMPLYfile software. We will count each record on your organisation's database as part of your allotted total number of records purchased as part of your Subscription.

"**Sensitive Personal Data**" means sensitive personal data as defined in the EU Data Protection Directive 1995.

"**Services**" the subscription services provided by COMPLYfile to the Customer under this Agreement via www.complyfile.com or any other website notified to the Customer by COMPLYfile from time to time, as more particularly described in the Documentation.

"**Software**" the online software applications provided by COMPLYfile as part of the Services.

"**Subscriptions**" the subscription purchased by the Customer pursuant to clause 2.1 which entitles an Administrator to access and use the Services and the Documentation in accordance with this Agreement.

"**Subscription Fees**" the subscription fees payable by the Customer to COMPLYfile, as set out on the Website and which may be varied from time to time by COMPLYfile.

"**Subscription Term**" the term the Customer has agreed to subscribe to the Services.

"**Virus**" any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"**Volunteer**" is somone who you accept into your organisation through your internal volunteer recruitment processes, whether they applied as an Applicant to your organisation through the COMPLYfile software, or you have loaded their details onto your organisation's database as they were

already volunteers of your organisation prior to your becoming a Customer.

"Website" means www.complyfile.com and any sub-domains thereof.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to one gender shall include a reference to the other genders.

1.5 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2 YOUR SUBSCRIPTION

2.1 In consideration of payment by you of the Subscription Fee in accordance with clause 3.1 and you agreeing to abide by the terms of this Agreement, we hereby grant to you a non-exclusive, non-transferable right to permit the Administrator and/or Customer Employees to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to system Administrators, you undertake that:

2.2.1 you will not allow or suffer any Administrator's profile to be used by more than one individual Administrator unless it has been reassigned in its entirety to another individual Administrator, in which case the prior Administrator shall no longer have any right to access or use the Services and/or Documentation;

2.2.2 each Administrator shall keep a secure password for his use of the Services and Documentation, that such password shall be changed as frequently as is required by COMPLYfile in its absolute discretion, and that each Administrator shall keep his password confidential;

2.2.3 you shall maintain a written, up to date list of current Administrators and provide such list to COMPLYfile within 5 Business Days of COMPLYfile's written request at any time or times;

2.2.4 you shall permit COMPLYfile to audit the Services in order to establish the name and password of each Administrator. Such audit may be conducted no more than once per quarter, at COMPLYfile's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business;

2.2.5 if any of the audits referred to in clause 2.2.4 reveal that any password has been provided to any individual who is not an Administrator, then without prejudice to COMPLYfile's other rights, you shall promptly disable such passwords and COMPLYfile shall not issue any new passwords to any such individual; and

2.2.6 if any of the audits referred to in clause 2.2.4 reveal that the Customer has underpaid Subscription Fees to COMPLYfile, the Customer shall pay to COMPLYfile an amount equal to such underpayment as calculated in accordance with the prices set out on the website within 10 Business Days of the date of the relevant audit.

2.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:

2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

2.3.6 causes damage or injury to any person or property;

and COMPLYfile reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 You shall not:

2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(a) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.4.3 use the Services and/or Documentation to provide services to third parties; or

2.4.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, immediately without delay notify COMPLYfile in writing by email to support@complyfile.com, and shall immediately without delay telephone COMPLYfile to ensure the email communication has been received.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3 SUBSCRIPTION FEES

3.1 The Customer shall pay COMPLYfile the Subscription Fees by way of Direct Debit as set out on the Website monthly in advance. The Customer is entitled to the allotted number of Records on COMPLYfile in accordance with the price plan purchased by the Customer. The Website provisions may be updated from time to time.

3.2 COMPLYfile reserves the right to review and change the Subscription Fee at a time of COMPLYfile's choosing as dictated by COMPLYfile's review of its business. COMPLYfile will give Customers with an annual Subscription Term at least one (1) month notice of any change to the Subscription Fees. COMPLYfile will give Customers with a monthly Subscription Term at least one (1) month notice of any change to the Subscription Fees. COMPLYfile will give notice on the COMPLYfile website of any changes to the Subscription Fees, and the Customer expressly agrees this to be valid notice of Subscription Fee changes; notice will come in the form of changes to the Subscription price plans displayed from time to time on the

COMPLYfile website. For the avoidance of doubt the Subscription Fees are non-refundable.

3.3   The Customer shall on the Effective Date set up a direct debit to allow COMPLYfile to debit the Subscription Fees monthly in advance from your account on a certain day each month (the "Due Date").

Paperless Direct Debit Mandate

3.4   The Customer acknowledges that COMPLYfile only accepts a Direct Debit Mandate that is a Single Euro Payments Area (SEPA) Direct Debit Mandate submitted through the Customer's Direct Debit section in the account settings on the COMPLYfile software, otherwise called a paperless mandate. Sometimes the banks call this 'Direct Debits Plus'. This means that no signed paper is required. Once you have completed the Direct Debit form in the COMPLYfile software, you will be asked to click the button that indicates submission of your Direct Debit Mandate to COMPLYfile for processing. Your clicking of this button or words or graphics in effect at that time howsoever phrased or formed, shall be your instruction to COMPLYfile to process your Direct Debit Mandate. Once the Customer completes the application COMPLYfile will send you an email indicating the details of your Direct Debit with us. We will notify you at least 7 working days in advance of the presentation of the first Direct Debit to your account.

Your Legal Authorisation & Your Rights under the Direct Debit Scheme

3.5   By submitting the paperless Direct Debit mandate form, you will be authorising COMPLYfile Ltd to send instructions to your bank to debit your account in accordance with the instructions from COMPLYfile Limited. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreeement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

The Direct Debit Guarantee

3.6   The Direct Debit Guarantee is a guarantee provided by your own bank as a member of the Direct Debit Scheme, in which banks and originators (like COMPLYfile Ltd) participate.

3.7   Your bank will accept and pay such debits, provided that your account has sufficient available funds.

3.8   If it is established that an unauthorised Direct Debit was charged to your account, you are guaranteed an immediate refund by your bank of the amount so charged where you notify your bank without undue delay on becoming aware of the unauthorised Direct Debit, and in any event no

later than thirteen (13) months after the date of the debiting of such Direct Debit to your account.

3.9 You can instruct your bank to refuse a Direct Debit payment by writing in good time to your bank.

3.10 You can cancel the Direct Debit instruction or mandate by informing your bank in good time.

3.11 If COMPLYfile has not received payment within 30 days after the Due Date, and without prejudice to any other rights and remedies of COMPLYfile:

3.11.1 COMPLYfile may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and COMPLYfile shall be under no obligation to provide any or all of the Services while the Subscription Fee concerned remain unpaid; and

3.11.2 interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of COMPLYfile's bankers in Ireland on the Due Date, commencing on the Due Date and continuing until fully paid, whether before or after judgment.

3.12 All amounts and fees stated or referred to in this Agreement:

3.12.1 shall be payable in euro; and

3.12.2 are, subject to clause 11.4.2, non-cancellable and non-refundable.
3.12.3 Failed Direct Debits will incur a €15 fee per failure.

4 SERVICES

4.1 COMPLYfile shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

4.2 COMPLYfile shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

4.2.1 planned maintenance carried out at times notified to the Customer by COMPLYfile at least 48 hours in advance, in writing;

4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that COMPLYfile has used reasonable endeavours to give the Customer notice in advance.

5   CUSTOMER DATA

5.1   The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2   COMPLYfile may engage the services of third party providers who also provide back-up services for data stored in or entered (including Customer Data) into the Services. The details and scope of such back-up services as may be offered from time to time can be obtained from COMPLYfile. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for COMPLYfile to use reasonable commercial endeavours to have its service providers restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained in accordance with the archiving procedure described in the relevant back up policies. COMPLYfile shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by COMPLYfile to perform services related to Customer Data maintenance and back-up in which case COMPLYfile's liability shall be limited to the sums it recovers from such third parties sub-contracted by COMPLYfile). Customers are advised to routinely retain or print copies of all Customer Data inputted into the COMPLYfile software.

5.3   COMPLYfile shall, in providing the Services, comply with its Privacy Statement relating to the privacy and security of the Customer Data available on the software, Website or such other website address as may be notified to the Customer from time to time.

6   DATA PROTECTION

6.1   The parties acknowledge that, for the purposes of this Agreement, COMPLYfile acts as a Data Processor and the Customer acts as a Data Controller (as defined in Irish data protection legislation).

6.2   In respect of any Personal Data or Sensitive Personal Data processed by COMPLYfile on the Customer's behalf when performing its obligations under this Agreement, and in any such case:

6.2.1   the Customer acknowledges and agrees that the Personal Data or Sensitive Personal Data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and COMPLYfile's other obligations under this Agreement;

6.2.2   the Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data and Sensitive Personal Data to COMPLYfile so that COMPLYfile may lawfully use, process and

transfer the Personal Data and Sensitive Personal Data in accordance with this Agreement on the Customer's behalf;

6.2.3 the Customer shall ensure that the Authorised Users have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

6.2.4 COMPLYfile shall process the Personal Data and Sensitive Personal Data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time;

6.2.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and

6.2.6 the Customer will indemnify COMPLYfile against any claim arising as a result of the Customer failing to comply with the data protection legislation.

6.3 The Customer further appoints COMPLYfile as an agent of the Customer to appoint sub-Data Processors in order to process Customer Data, provided that COMPLYfile appoints such sub-Data Processors on terms equivalent to this clause.

6.4 COMPLYfile agrees that:-

6.4.1 Where COMPLYfile processes any personal data and sensitive personal data on the Customer's behalf:

(i) it will ensure that only such of its Employees and sub-contractors who may be required by COMPLYfile to assist it in meeting its obligations under this Agreement will have access to the Personal Data and Sensitive Personal Data;

(ii) it will not disclose any Personal Data or and Sensitive Personal Data to a third party except at the specific request of the Customer or where obliged to do so under any statutory requirement (in which case it will use reasonable endeavours to advise the Customer in advance of such disclosure and in any event immediately thereafter);

6.4.2 it has appropriate operational and technological processes and procedures in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the Customer Personal Data;

6.4.3 it does not store any debit or credit card data;

6.4.4 it does not hold any Customer funds or payments, except as received under a duly authorised paperless Direct Debit Mandate as set out above;

6.4.5 it will promptly assist the Customer with all notices, requests or other enquiries relating to individual rights which may be received by the Customer or COMPLYfile;

6.4.6 it has full legal authority to enter into this Agreement and commit to the data protection obligations in this clause.

6.4.7 If COMPLYfile sub-contracts all or any of its obligations under this Agreement to any third party, COMPLYfile undertakes to the Customer not to disclose any Personal Data and Sensitive Personal Data to such subcontractor unless and until such subcontractor has entered into an agreement with COMPLYfile in substantially the same terms as this clause.

7   OUR OBLIGATIONS

7.1 COMPLYfile undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to COMPLYfile's instructions, or modification or alteration of the Services by any party other than COMPLYfile or COMPLYfile's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, COMPLYfile will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, COMPLYfile:

7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3   This agreement shall not prevent COMPLYfile from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7.4   COMPLYfile warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8   CUSTOMER'S OBLIGATIONS

8.1   The Customer shall:

8.1.1   provide COMPLYfile with:

(a) all necessary co-operation in relation to this Agreement; and

(b) all necessary access to such information as may be required by COMPLYfile;

in order to render the Services, including but not limited to Customer Data, security access information and configuration services;

8.1.2   comply with all applicable laws and regulations with respect to its activities under this Agreement;

8.1.3   carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;

8.1.4   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this Agreement;

8.1.5   obtain and shall maintain all necessary licences, consents, and permissions necessary for COMPLYfile, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

8.1.6   ensure that its network and systems comply with the relevant specifications provided by COMPLYfile from time to time; and

8.1.7   be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to COMPLYfile's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9 PROPRIETARY RIGHTS

9.1 The Customer acknowledges and agrees that COMPLYfile and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 COMPLYfile confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10 INDEMNITY

10.1 The Customer shall defend, indemnify and hold harmless COMPLYfile against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

10.1.1 the Customer is given prompt notice of any such claim;

10.1.2 COMPLYfile provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

10.1.3 the Customer is given sole authority to defend or settle the claim.

10.2 COMPLYfile shall, subject to clause 10.5, defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

10.2.1 COMPLYfile is given prompt notice of any such claim;

10.2.2 the Customer provides reasonable co-operation to COMPLYfile in the defence and settlement of such claim, at COMPLYfile's expense; and

10.2.3 COMPLYfile is given sole authority to defend or settle the claim.

10.3 In the defence or settlement of any claim, COMPLYfile may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are

not reasonably available, terminate this Agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.4 In no event shall COMPLYfile, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

10.4.1 a modification of the Services or Documentation by anyone other than COMPLYfile; or

10.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by COMPLYfile; or

10.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from COMPLYfile or any appropriate authority.

10.5 The foregoing states the Customer's sole and exclusive rights and remedies, and COMPLYfile's (including the COMPLYfile's Employees' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11 CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2 was in the other party's lawful possession before the disclosure;

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, 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.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of COMPLYfile Software and Services, and the results of any performance tests of the Services or Software, constitute COMPLYfile's Confidential Information.

11.6 COMPLYfile acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 This clause 11 shall survive termination of this Agreement, however arising.

12 LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of COMPLYfile (including any liability for the acts or omissions of its Employees and sub-contractors) to the Customer in respect of:

12.1.1 any breach of this Agreement;

12.1.2 any use made by the Customer of the Services and Documentation or any part of them; and

12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

12.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. COMPLYfile shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to COMPLYfile by the Customer in connection with the Services, or any actions taken by COMPLYfile at the Customer's direction;

12.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

12.2.3 the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3 Nothing in this Agreement excludes the liability of COMPLYfile:

12.3.1 for death or personal injury caused by COMPLYfile's negligence; or

12.3.2 for fraud or fraudulent misrepresentation.

12.4   Subject to clause 12.2 and clause 12.3:

12.4.1 COMPLYfile shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

12.4.2 COMPLYfile's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.

13   ROLLING CONTRACT RENEWAL; & CONTRACT TERMINATION

13.1   This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive monthly periods, or successive annual periods where an annual payment has been chosen by the Customer, (each a "**Renewal Period**"), unless:

13.1.1 either party notifies the other party of termination, in writing, at least twenty-one (21) Business Days before the end of the Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Subscription Term or Renewal Period; or

13.1.2 otherwise terminated in accordance with the provisions of this Agreement;

and the Subscription Term together with any subsequent Renewal Periods shall constitute the ("**Subscription Term**").

13.2   COMPLYfile may terminate this Agreement at any time on the provision of notice to the Customer if:

13.2.1 the Customer is in breach of this Agreement or the Website Terms and Conditions and, if such breach is capable of remedy, has failed to remedy such breach within 30 days of the date of notice of such breach;

13.2.2 the Customer or an officer of the Customer or a person closely connected with the Customer is convicted of any criminal offence; or

13.2.3 COMPLYfile ceases or suspends operating the Website or software for any reason, or changes the purpose of the Website or software or the processes for Payments to be made via the Website.

13.3 On termination of this Agreement for any reason:

13.3.1 all licences granted under this Agreement shall immediately terminate;

13.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

13.3.3 COMPLYfile may destroy or otherwise dispose of any of the Customer Data in its possession unless COMPLYfile receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. COMPLYfile shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by COMPLYfile in returning or disposing of Customer Data; COMPLYfile will use reasonable endeavours to provide the Customer Data to the Customer in a format acceptable to the Customer, but reserves the right to decide this format in COMPLYfile's sole discretion; and

13.3.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

14 FORCE MAJEURE

COMPLYfile shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of COMPLYfile or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or

machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15   OTHER IMPORTANT TERMS

15.1   We may transfer or assign our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.

15.2   The Customer may only transfer its rights or its obligations under this Agreement to another person or entity if COMPLYfile agree in writing.

15.3   Any notice required to be given by COMPLYfile under this Agreement will be sent by email to the email address provided by the Customer on subscription. It may alternately be posted to the Customer's message board, howsoever described, in the Customer's licensed version of the COMPLYfile software, or through COMPLYfile's in-app messaging service, and notice through any of these methods are deemed to be acceptable by the Customer.

15.4   This Agreement and any document expressly referred to in it constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of COMPLYfile which is not set out in this Agreement or any document expressly referred to in it.

15.5   Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.6   A waiver of any right under this Agreement is only effective if it is in writing and provided by a duly authorised officer of COMPLYfile Ltd and it applies only to the party to whom the waiver is addressed and to the circumstances which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

15.7   Each of the provisions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

15.8   This Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Irish law. We both agree that any controversy or dispute arising out of this Agreement, the

interpretation of any provision hereof, or the action or inaction of any party hereto shall be submitted to arbitration under the UNCITRAL Arbitration Rules, then in effect and conducted by one arbitrator appointed in accordance with the said Rules. The decision of such arbitrator shall be final and binding upon the parties hereto. The arbitration shall be held in Dublin, Ireland. The award of the arbitrator shall be made in writing. The costs of the arbitration shall be in the arbitrator's award. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. The parties agree that the arbitrator shall have the power to award damages and injunctive relief.