



TERMS AND CONDITIONS

- a) These terms govern your use of the StartKYC customer due diligence tools.
- b) If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining terms of use shall survive, remain in full force and effect and continue to be binding and enforceable.

1 DEFINITIONS

1.1 In these terms of use the following words and expressions will have the following meanings:

- a) "Assigned User" means a User of StartKYC who has been granted access to the Service by an Entitled User and who uses StartKYC by using the Balance on Account granted to him or her by an Entitled User
- b) "Balance on Account" means a virtual balance in a currency determined by StartKYC which can be purchased by Entitled Users and exchanged for Completed Searches on the StartKYC service
- c) "Client" means any User type defined by this agreement.
- d) "Completed Search" means a search request which has been sent to StartKYC by a User which has returned a valid result including a nil result. A search becomes a "Completed Search" when StartKYC delivers the results to the User.
- e) "Entitled User" means a Registered User of StartKYC with enough Balance on Account to perform one check
- f) "Guest User" means a user of StartKYC who pays for a single search request
- g) "Online Portal" shall refer to the public pages available on the website www.startkyc.com as well as the member pages available after successful signup and / or purchase of one of the packages available
- h) "Registered User" means a User who has provided StartKYC with such identity and contact details as We may require
- i) "Service" means the Service supplied by StartKYC described in section 3 below
- j) "Third Party Content" means any text, files, images, photos, graphics, video, sounds, musical works, or any other materials published or posted on or through the Online Portal.
- k) "Trial User" means a Registered User of the Service which has no Balance on Account
- l) "Us, Our, We" means StartKYC Limited whose registered office is at 9, Triq Wied Ghomor, San Giljan, STJ 2041, Malta.
- m) "Users" means Registered Users, Entitled Users, Assigned Users and Trial Users of the Service
- n) "You, Your" means the Client or any other User of the Service (as applicable in context).
- o) "InfoCamere Data Access Service" means the access to the official databases of the Italian Chambers of Commerce operated by InfoCamere, governed by the applicable InfoCamere/Telemaco terms and conditions ("InfoCamere Terms"). Access is provided to StartKYC Clients through credentials issued by StartKYC.
- p) "InfoCamere Credentials" means the unique username and password provided to the Client for access to the InfoCamere portal at <https://login.infocamere.it/eacologin/login.action>



The Client is responsible for the custody, confidentiality and lawful use of the credentials.

- q) “InfoCamere Prepaid Credits” means prepayments made by the Client and allocated to purchases of InfoCamere documents/services performed with the Client’s InfoCamere Credentials.
- r) “Official Distributor” means that StartKYC is an official distributor of the InfoCamere Data Access Service

2 THE SERVICE

2.1 StartKYC shall provide You access to the Online Portal to carry out checks to assist you with Your Anti-Money Laundering and Funding of Terrorism (AML/FT) obligations. StartKYC provides access to data as well as a search service for carrying out these checks, namely

- a) Politically Exposed Persons (PEPs)
- b) Sanctions and Official Lists
- c) Persons of Special Interest
- d) Insolvency records
- e) Adverse Media

2.2 Clients will have access to reporting and research material, scanning and matching algorithms provided through the web-based user interface.

2.3 Access to reporting and research material is governed by this Agreement and other Addenda that may be issued by StartKYC from time to time.

2.4 StartKYC grants to the Client a non-exclusive, non-transferable, revocable licence to access and use the Service only for the purposes, and subject to any restrictions, specified in this Agreement, including in any Addenda.

2.5 InfoCamere Data Access (Official Distributor). StartKYC is an official distributor of the InfoCamere Data Access Service. Access to company records, filings, certificates, lists and other official documents is performed directly on the InfoCamere portal using the InfoCamere Credentials provided by StartKYC. The Client acknowledges that the use of the InfoCamere Data Access Service is additionally governed by the InfoCamere Terms, which the Client accepts by using the InfoCamere Credentials. Client confirms it has read and accepts the InfoCamere Terms prior to first use.

3 USE AND ACCESS OF THE SERVICE

3.1 Full access to the Service is available only to Registered Users or to other users allowed by the Registered Users.

3.2 These terms of use constitute the sole basis on which You agree to access and use the Service and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to their subject matter.

3.3 You acknowledge that in accessing and using the Service, You have not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms of use.

3.4 You must not misuse the Service by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised



access to the Service, the servers on which the Service is stored or any server, computer or database connected to the Service.

3.5 You may link to Our home page on a website that You control, provided that, You do so with Our permission in writing (which may impose additional terms on You in relation to the website on which You propose to link) and do not suggest any form of association, approval or endorsement on Our part unless that has been specifically agreed. You may in no circumstances create a link to any part of the Service other than the Service home page.

3.6 For InfoCamere content and documents, StartKYC acts as distributor/reseller of the right to access; InfoCamere remains the provider operating the service and the source of the official records.

3.7 If there is any conflict specifically relating to the use of InfoCamere documents, the InfoCamere Terms prevail over these Terms for that specific use. Client confirms it has read and accepts the InfoCamere Terms prior to first use.

3.8 InfoCamere documents are delivered in electronic, non-editable form and are subject to restrictions on resale, redistribution, reproduction and public disclosure except as permitted by applicable law or expressly authorized by InfoCamere.

3.9 The Client must keep the InfoCamere Credentials confidential and implement reasonable measures to prevent unauthorized access or use. The Client remains responsible for all activity under the assigned credentials.

3.10 StartKYC and/or InfoCamere may suspend or revoke access in case of (i) breach of these Terms or of the InfoCamere Terms, (ii) suspected misuse, fraud, or violation of law, or (iii) requests from competent authorities.

3.11 The Client understands that availability, maintenance windows and operational characteristics of the InfoCamere portal are determined by InfoCamere and may differ from the availability of StartKYC's own platform.

3.12 Under no circumstances, the Client is permitted to re-sell access to the Service to any party including the InfoCamere Data Access Service.

3.13 We reserve the right to withdraw permission to access the Service without notice.

4 MODIFICATIONS

4.1 We may, at Our discretion and subject to prior notice, change, remove, suspend or discontinue any aspect of the Service at any time including the availability of any Third-Party Content (e.g. the searching of a particular sanctions list).

5 OUR TECHNOLOGY

5.1 The Service's technology, trademarks, copyright, patents, logos, domain names and other related intellectual property rights or other features of Our brand belong to Us or to Our licensors. Your use of Our services does not grant You any rights in Our and/or Our licensor's intellectual property whether for commercial or non-commercial use.

5.2 We grant Our Users a licence to access and use the Service subject to the following specific usage restrictions:

- You may only use Our services for Your personal, private or internal commercial purposes



subject to these terms; and

- You must not commercially exploit, or sell any content appearing on the Service, or access to itself, without first obtaining a licence from Us or Our licensors (which We may grant in Our sole discretion and subject to the agreement of terms with You).
- You may print off one copy, and may download extracts, of any page(s) from the Service for Your personal use or for internal commercial use within Your business.
- You may refer others within Your organisation to content posted on the Service or search results.
- You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way.
- Our status as the providers of search results on the Service must always be acknowledged.
- If You are in breach of these terms of use, Your right to use the Service will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.

5.3 In consideration for the rights that We have granted You under these terms of use, You permit Us to provide advertising and other information to You, including permitting Our third-party affiliates to do the same.

6 THIRD PARTY CONTENT

6.1 Third Party Content included as part of Our services (e.g. in the form of search results), is licensed to You either under these terms of use or through such third-party terms and conditions that will be made known to You as and when they become relevant.

6.2 We do not endorse any Third-Party Content nor do We guarantee the accuracy or authority of any Third-Party Content.

7 RELIANCE ON INFORMATION AND SERVICES

7.1 We will always aim to provide You with the best service We can and We will use Our reasonable endeavours to update the information on the Service. However, we make no representations, warranties or guarantees, whether express or implied, that the content on the Service is accurate, complete or up-to-date.

7.2 The information provided by the Service is for information purposes only and does not constitute advice on which You should rely.

7.3 All the information provided by the Service is supplied by reputable third parties. We have no control over Third Party Content and We are unable to guarantee the accuracy of such Third-Party Content. You agree that You access any content at Your own risk. Before relying on any information, whether it is from Us or from Our Third-Party partners, We advise You to verify the accuracy of such information.

7.4 The Service enables the simultaneous searching of sanctions lists, PEP lists, watch lists, black lists, and web sources. However, We cannot guarantee that any combination of such sources will be available at the time when You conduct Your search.

7.5 Sanctions lists, PEP lists, watch lists and black lists searched by the Service may be updated by their authors without notice. Whilst We will make reasonable efforts to ensure that changes to all



such lists are reflected within the Service's search results as soon as possible after they occur, We cannot guarantee that this will always take place within a set period.

7.6 Original entries on certain sanctions lists PEP lists, watch lists and black lists may be published in the alphabet of a primary language which does not use the Latin alphabet. Where this is the case Our Third-Party content providers will make reasonable efforts to translate or transliterate the information on those lists using characters of the Latin alphabet, but for reasons of the structure and grammar of the primary language it may not always be possible to provide an exact transliteration of names in the characters of one alphabet into those of another.

7.7 The compilation of lists of Politically Exposed Persons is an inherently uncertain exercise. Certain jurisdictions may choose not to make the necessary information publicly available; others may do so after a period of delay. The definition of a Politically Exposed Person is also variable in some jurisdictions and territories. The providers of the Service's PEP lists make all reasonable efforts to keep the information therein current, accurate and complete, but no guarantee is made that it is so.

8 SITE AVAILABILITY

8.1 Whilst We will do Our best to ensure that the Service is fully operational at all times, We are not responsible for and shall not be liable to You for any problems or temporary interruptions in using the Service arising from factors outside of Our control (e.g. technical problems from traffic congestion on the internet) or for any problems arising from participating in or from downloading Third Party Content.

9 LIMITATION OF OUR LIABILITY TO YOU

9.1 Nothing in these terms of use excludes or limits Our liability for death or personal injury arising from Our negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the laws of Malta.

9.2 To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to the Service or any content on it, whether express or implied.

9.3 We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Service; or
- use of or reliance placed on any content displayed on the Service, or on the absence of content displayed on the Service (e.g. nil returns to search queries).

9.4 We are not liable for:

- any indirect or consequential loss or damage.
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;



- loss of business opportunity, goodwill or reputation; or
- any regulatory, legal or other penalty, sanction or other determination to which You are subject as a result, in whole or in part, of your usage of the Service.

9.5 In so far as We may be liable to You Our total liability to You in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising and including the acts or omissions of its employees, agents and sub-contractors), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the Service shall be limited to the fees paid by You.

9.6 You are responsible for the computer hardware and software that You use to access the Service. You should use Your own virus protection software. We will take reasonable steps to put in place and maintain firewalls, virus protection and other technical security measures but We will not be liable for any loss or damage caused by:

- a virus;
- denial-of-service attack,
- or any material that may infect Your computer equipment, computer programs, data or other material as a result of Your use of The Service or downloading content on it, or on any website linked to it.

9.7 We assume no responsibility for the content of any websites linked to the Service. We do not endorse those linked websites. We will not be liable for any loss or damage that may arise from Your use of them.

9.8 For InfoCamere documents, StartKYC does not warrant availability, completeness, or uninterrupted access beyond what is provided by InfoCamere. StartKYC is not liable for outages, maintenance, payment gateway issues, or data-load errors attributable to InfoCamere or other third-party infrastructure.

9.9 The Client acknowledges that InfoCamere is the authoritative source of the documents and that extracts reflect the state of the official registers at the time of extraction.

9.10 To the maximum extent permitted by law, StartKYC's liability arising from or in connection with the InfoCamere Data Access Service is limited as per these Terms and excludes indirect, incidental, special, punitive or consequential damages, loss of profits or business interruption.

10 ASSIGNMENT

10.1 You may not, without Our prior written consent, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations as a User except in accordance with the 'Entitled Usage Terms' at Annex I.

10.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations in relation to the provision of the Service.

11 PARTNERSHIP AND AGENCY

11.1 The provision by Us of the Service shall not create a partnership between Us, or to authorise You



or Us to act as agent for each other.

12 THIRD PARTY AGENTS

12.1 No one other than You or Us, or Our successors and permitted assignees, shall have any right to enforce any of these terms.

13 CHANGES TO OUR TERMS

13.1 We reserve the right to amend these terms of use at any time to ensure that We remain compliant with relevant laws and regulations or for any other purpose whatsoever. By continuing to use Our services after you have been notified of any changes being made, You accept those changes and will be bound by them. Any other variations to these terms must be agreed in writing between Us.

14 NOTICES

14.1 Any notice or other communication given to Us in connection with the Service in accordance with these terms shall be in writing and shall be delivered via email, by hand or by pre-paid post or other next working day delivery service at Our registered office.

14.2 Any notice or communication shall be deemed to have been received:

- if delivered by email, when the email arrives in the recipient's inbox
- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- if sent by post, on the first business day following the number of days required by the postal service to deliver the notice to the specific destination.

14.3 This provision does not apply to the Service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15 WAIVER

15.1 No failure or delay by You or Us to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16 TERMINATION

16.1 We may terminate Your usage of the Service if You fail to make payment in accordance with the terms set out in Annex I. We may also terminate Your usage of the Service if You commit a material breach of any of these terms where that breach is irremediable or (if such breach is remediable) You fail to remedy that breach within a period of 14 days after being notified by email to do so.



17 THE EFFECT OF TERMINATION

17.1 Any of these terms that expressly or by implication are intended to come into or continue in force on or after termination or cancellation shall remain in full force and effect.

17.2 Termination of Your access to the Service shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

18 FORCE MAJEURE

18.1 We shall not in any circumstances have any liability to You if We are prevented from, or delayed in providing the Service by omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, act of terrorism, 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.

19 DUAL SCREENING SERVICE

Description of Service: The Dual Screening Service is an additional feature provided by StartKYC Limited that ensures all ongoing monitoring checks ("Monitors") on the Client's account are screened against two independent data providers. The results from both providers are combined and consolidated into a single report for each Monitor. This dual-provider approach reduces the risk of missed screening hits by broadening the sources of data checked. The second data provider utilized for this Service is MLENEX, which operates alongside Our primary data source to deliver comprehensive screening results.

Integration and Performance: The integration of the MLENEX data source into Our platform involves a complex, AI-enhanced Extract, Transform, and Load (ETL) process designed to merge data from both providers, eliminate duplicate records, and optimize the relevance of screening hits. This integration process is continuously evolving and improving over time. You acknowledge that, because of the complexity of merging data from two providers, the Dual Screening Service may on occasion encounter minor errors, such as duplicate entries or delayed updates, despite Our best efforts. We will use reasonable care and ongoing efforts to refine the Dual Screening Service; however, occasional imperfections may occur and, as set out in Section 9.8 above, We do not accept liability for such issues.

20 ANNEX I – ENTITLED USAGE TERMS

- a) Please read these terms carefully as they set out the terms for Your Entitled Usage of the Service.
- b) Any person over the age of 18 can become an Entitled User but We reserve the right to exclude certain territories from time to time and limit the entitlements on offer in any country.
- c) You must be 18 or older and have the power to enter into a contract with Us and not be prevented from doing so under any local laws.
- d) By registering to become an Entitled User, You agree that You have given Us accurate



registration details, including payment information and will ensure that We always have up to date contact information.

- e) When You become an Entitled User, We will provide You with a username and password to enable You to access The Service. You agree that You will ensure that Your username and password will only be used by You and will be kept secure and confidential. Access to and use of password protected or secure areas of The Service is restricted to authorised Users only. You may not share Your password, account information, or access to the Service, but You may grant access to Assigned Users, provided that you do not levy any charge or receive any reward from Assigned Users or their employers, employees or associates for granting them access to the Service.
- f) You are responsible for all activities that occur under Your password or account or as a result of Your having granted Assigned Users access to the Service. You agree to notify Us immediately of any unauthorised use of Your password or account.
- g) We reserve the right to refuse any application for access to the Service or to revoke Your access to The Service for any reason and We are under no obligation to divulge that reason to You or any applicant.
- h) The Client shall not (i) resell, sublicense, redistribute, publicly display, or otherwise disclose InfoCamere documents to third parties, (ii) remove notices, alter integrity or format, or (iii) cache or bulk-download beyond what is technically and contractually permitted. Any use must comply with the InfoCamere Terms and applicable law. StartKYC and InfoCamere reserve all rights not expressly granted.

20.1 SERVICE DURATION

- a) Entitled User access to the Service is granted to Registered Users who purchase one or more 'packages' allowing the Entitled User to perform Completed Searches.
- b) Your access as an Entitled User will start immediately once We have received full payment for at least one completed search.
- c) Your access as an Entitled User will continue for one calendar year from the date We receive Your payment in full, or until You have used up all of Your Balance on Account, whichever comes first.
- d) Any unused Balance on Account expires one year after purchase. Purchasing a new package of The Service before the expiry of the remaining Balance on Account bought as part of a prior package will not extend the life of that Balance on Account.
- e) If at the end of a period lasting one calendar year from the date on which We received payment in full for Your package of the Service You still have any unused Balance on Account from that package, that Balance on Account will expire, and it will no longer be possible to redeem or exchange it for any searches, nor will they have any residual value whatsoever.
- f) For example, if at noon on 1 January 2017 You had purchased a package with an equivalent Balance on Account of EUR1,000, and at 11.59am on 1 January 2018 You had EUR25 remaining in your Balance on Account, the EUR25 will expire at noon on 1 January 2018 and could not be used for any further searches.
- g) If an expired Package is not renewed, any data related to the package (such as Completed Searches performed by Entitled Users), may be deleted 6 months following the expiration of the same package.

20.2 SERVICE COST



- a) To become an Entitled User of the Service You must purchase at least one package that entitles you to perform at least one Complete Search. If not used, the Balance on account expires one year after purchase.
- b) The cost of Your package will be made clear to You on Our sign-up pages and may vary from time to time or by country. You agree to pay the fees at the rates notified to You at the time You purchase Your package.
- c) Payment can be made using major credit or debit cards accepted by StartKYC. Where relevant, currency conversion values may fluctuate and conversion fees may be charged by Your bank. By submitting payment details to Us, You promise that You are entitled to purchase access to The Service using those payment details.
- d) We reserve the right to change fundamental details of the Service which We provide with 30 days' notice and affected Users may terminate their access to The Service within this notice period.
- e) Our prices may change at any time, but price changes will not affect any unexpired packages.
- f) Prices for InfoCamere documents/services are made available in the Client area and/or as otherwise communicated through the StartKYC platform. Prices may change from time to time; StartKYC will provide reasonable notice via the Client area or email.
- g) Purchases on the InfoCamere portal are made against InfoCamere Prepaid Credits or other methods permitted by InfoCamere. Operations cannot exceed the available balance associated with the Client's credentials.
- h) InfoCamere Prepaid Credits expire after 12 consecutive months of complete inactivity, defined as no purchases of InfoCamere services/documents performed with the Client's assigned credentials on infocamere.it during that period. Upon expiration, unused balances are forfeited.
- i) Fiscal documentation and usage statements for InfoCamere purchases are provided in accordance with the mechanisms communicated on the StartKYC platform and/or by InfoCamere (e.g., electronic invoicing or downloadable transaction logs).

20.3 GRANTING OF ACCESS TO OTHER USERS

- a) Entitled Users are permitted to grant access to The Service to as many Assigned Users as they wish, subject to the conditions below. Assigned Users are permitted to conduct searches in The Service. Payment to The Service for these searches is made by using the Balance on Account owned by the Entitled User who granted access to the Assigned User concerned.
- b) Assigned Users must be directors, employees or associates of the same legal entity. The provision of the Assigned User access to The Service to clients or prospective clients of the Entitled User or of the legal entity of which the Entitled User is a director, employee or associate is strictly prohibited.

20.4 CHANGES TO THESE TERMS

- a) We may amend these terms at any time to ensure that We remain compliant with relevant laws and regulations or for any other reason whatsoever.

20.5 PAYMENT DEFAULT

- a) If You default on any payment, We may:
 - terminate Your access to The Service;
 - charge You for any searches which You have performed for which You have not paid;
 - send Your details to third party debt collectors; and/or



- take any action which is necessary in Our opinion to recover Our losses.
- b) If Your access to The Service has been terminated and You would like to regain access, We have the right to require payment in full of any outstanding amount owed to Us before granting You access.
- c) If You charge back a successful payment made to obtain access to the Service, the resulting chargeback will be considered as a payment default.

20.6 MAKING A COMPLAINT

- a) If You would like to get in touch with Us to make a complaint, please use one of the following options:
 - by email, please email Us on support@startkyc.com;
 - by post to StartKYC Limited address published on the website.

20.7 MISCELLANEOUS

- a) We may change The Service's User entitlements at any time with 30 days' notice given by email or by notice on the Service website. We may also at any time and at Our sole discretion, terminate Your access to The Service upon reasonable notice, and upon no notice where We believe that We have serious grounds to terminate (for example, for non-payment or breach of these terms).
- b) In addition to these standard access terms, You will also be subject to any specific terms relating to the offers made available to Our Users from time to time. If You are found to be abusing the terms of any of Our offers, We have the right to suspend and/or terminate Your access to The Service and/or offer agreement with Us.

21 ANNEX II – CANCELLATION TERMS

- a) You cancel Your access by emailing Us from Your registered email address at support@startkyc.com.
- b) When cancelling Your access to The Service, please state the following information in Your email:
 - That You would like to cancel Your access to The Service and stating that this is a notice of cancellation;
 - When You last purchased a package; and
 - Your name and address.
- c) If You cancel Your access to The Service within 14 days of the start of Your access, and You have not used any Balance on Account, We will refund any payments received from You using the same method of payment that You used to purchase Your Balance on Account. You will not be entitled to a refund of Your initial payment if You cancel after the first 14 days of the start of Your access to The Service, or if You have started using your Balance on Account.

22 ANNEX III – PRIVACY AND COOKIE POLICY

- a) By becoming an Entitled User of the Service, You agree that We may in Our discretion publicise the fact of Your usage of The Service in marketing or advertising communications made by or



on behalf of StartKYC, including by use of Your logos, names, trademarks and brand imagery, provided that We do not attribute any endorsement to You other than the bare fact of Your usage of Our services, without Your prior written consent.

- b) Personal Data provided by you is categorised into two:
- StartKYC acting as the controller. This is the data relating to the individual user who wishes to use StartKYC in accordance with the Terms and Conditions agreed by virtue of an online registration for services. For other details of how We will process Your personal information, please see Our Privacy Policy accessible through www.startkyc.com.
 - StartKYC acting as the processor. This is the data relating to individuals about whom you wish information. StartKYC uses this personal data in the provision by it of the services to you. The Data Processing Agreement is detailed in Annex IV.

23 DORA – Regulatory Positioning

Digital Operational Resilience Act (DORA). The Parties acknowledge that StartKYC provides a platform that is accessible 24/7 but used in a discrete and episodic manner (e.g., onboarding, periodic reviews, batch re-screening). As such, temporary unavailability of the StartKYC platform typically does not cause immediate disruption to a Client’s operational resilience, transaction processing, or service continuity; Clients can pause or defer screening for short periods without regulatory breaches or systemic risk, and StartKYC is one of several optional data-enrichment sources. While StartKYC could fall within the broad notion of an ICT service, the “ongoing basis” element, interpreted in light of operational criticality, does not apply in a way that would render our offering a critical ICT service under DORA. Therefore, StartKYC is not directly subject to DORA, nor does it currently meet the thresholds for designation as a critical ICT third-party service provider.

24 ANNEX IV – DATA PROCESSING AGREEMENT

This Data Processing Agreement defines the data processing relationship between StartKYC as the “Data Processor” and the Client as the “Data Controller”, together with the rights and obligations of each. The Data Controller and the Data Processor shall separately be referred to as a ‘Party’ and jointly referred to as the ‘Parties’

WHEREAS

- a. The Client acts as a Data Controller.
- b. The Client wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.
- c. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- d. The Parties wish to lay down their rights and obligations.

24.1 DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall



have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;

1.1.2 "Client Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of the Client pursuant to or in connection with the Principal Agreement;

1.1.3 "Contracted Processor" means a Subprocessor;

1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.9 "Services" means the services as defined in section 2 of the Terms & Conditions.

1.1.10 "Subprocessor" means any person appointed by or on behalf of the Processor to process Personal Data on behalf of the Client in connection with the Terms & Conditions.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

24.2 PROCESSING OF CLIENT'S PERSONAL DATA

2.1 StartKYC shall:

- comply with all applicable Data Protection Laws in the Processing of the Client's Personal Data; and
- not Process Client Personal Data other than on the relevant Client's documented instructions.

2.2 The Client instructs StartKYC to process Client Personal Data to provide the Services and related support.

2.3 For the management of InfoCamere Credentials, billing and support, StartKYC acts as Controller of Client personal data and processes such data in accordance with its Privacy Policy and applicable data protection laws.

2.4 Regarding the provision of the InfoCamere Data Access Service and compliance with related legal obligations, InfoCamere determines the purposes and means of processing within its own service remit, as set out in the InfoCamere Terms and notices.

2.5 The Client remains responsible for ensuring a lawful basis for any searches and downloads performed using the InfoCamere Credentials, including (where applicable) transparency obligations toward data subjects.



24.3 PROCESSOR PERSONNEL

3.1 StartKYC shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

24.4 SECURITY

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, StartKYC shall in relation to the Client Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, StartKYC shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

24.5 SUBPROCESSING

5.1 Client provides its consent for StartKYC to use Sub-processors in the delivery of the Services. Where StartKYC uses any other third-party, StartKYC shall:

- Enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this Data Processing Agreement to the extent applicable to the nature of the services provided by such Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
- Inform the Client of any intended changes concerning the addition or replacement of sub-processor and give the Client the opportunity to object to such changes.

24.6 DATA SUBJECT RIGHTS

6.1 Taking into account the nature of the Processing, StartKYC shall assist the Client by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client obligations, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 StartKYC shall:

- promptly notify the Client if it receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and
- ensure that it does not respond to that request except on the documented instructions of the Client or as required by Applicable Laws to which StartKYC is subject, in which case StartKYC shall to the extent permitted by Applicable Laws inform the Client of that legal requirement before the



Contracted Processor responds to the request.

24.7 PERSONAL DATA BREACH

7.1 Processor shall notify Client without undue delay upon StartKYC becoming aware of a Personal Data Breach affecting Client's Personal Data, providing the Client with sufficient information to allow the Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 StartKYC shall co-operate with the Client and take reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

24.8 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

8.1 StartKYC shall provide reasonable assistance to the Client with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Client reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of the Client's Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

24.9 DELETION OR RETURN OF COMPANY PERSONAL DATA

9.1 On expiry or termination of the Agreement, StartKYC shall arrange for the safe return and deletion of the personal data as shall be required by the client, save to the extent that the European Union, EU member state or Maltese law requires retention of the Personal Data.

24.10 AUDIT RIGHTS

10.1 Upon the Client's reasonable prior written request, StartKYC agrees to provide the Client with documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) which will enable it to verify and monitor StartKYC's compliance with its data protection and security obligations under the terms of this DPA. StartKYC shall provide such information within 60 days of receipt of such request.

10.2 Where, in the reasonable opinion of the Client, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, Client will be entitled upon reasonable prior written notice to StartKYC and upon reasonable grounds, to conduct an on-site audit of StartKYC's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this Data Processing Agreement. Any such audit will be limited in time and shall not last longer than 3 business days. Any audit carried out by the Client will be conducted in a manner that does not disrupt, delay or interfere with StartKYC's performance of its business. Any costs incurred with respect to such an audit will be borne by the Client.

10.3 The Client shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Data Processing Agreement.



24.11 DATA TRANSFER

11.1 Processor may transfer under Art. 46 GDPR safeguards (SCCs) or adequacy, with prior notice and a reasonable objection process. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

Where a transfer of Personal Data to an end user whose organisation is established outside of the EEA is necessary for the purposes of this Agreement, the parties acknowledge and accept that the end user shall either provide adequate safeguards as set out in Article 46 of the GDPR or rely on one of the derogations for specific situations set out in Article 49 of the GDPR to transfer Personal Data to a third country or an international organisation.

24.12 CLIENT OBLIGATIONS

12.1 Client warrants and represents to StartKYC that:

- All instructions provided to StartKYC in relation to the processing of Personal Data are lawful and are provided in accordance with the Data Protection Laws
- It shall only provide instructions to StartKYC that are in accordance with the terms of the Principal Agreement and this Data Processing Agreement; and
- All Personal Data is sourced lawfully and that it is solely responsible for determining the purpose for which Personal Data may be processed by StartKYC Ltd.
- Client acknowledges and agrees that StartKYC is reliant on the Client for direction as to the extent to which StartKYC is entitled to use and process Personal Data. Consequently, StartKYC shall not be liable for any claim brought by a subject of Personal Data and arising from any breach by StartKYC of the Data Protection Laws to the extent that such action or omission resulted from the Client's instructions.

24.13 GENERAL TERMS

13.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- disclosure is required by law;
- the relevant information is already in the public domain.

13.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address as provided by StartKYC in the contact us section (<https://startkyc.com/en/contact>), as provided by the Data Controller in the registration process and at such other address as notified from time to time by the Parties changing address.



24.14 GOVERNING LAW & JURISDICTION

14.1 This Agreement is governed by the laws of Malta.

14.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Malta.

14.3 These Terms remain governed by the law and forum stated elsewhere herein. Solely for the use of the InfoCamere Data Access Service, Italian law and the Courts of Rome shall apply to disputes to the extent mandated by the InfoCamere Terms.