



Acuris: Subscription Agreement

Purchase Order

DATE: 17/03/2022

Between:

- (1) MERGERMARKET LIMITED (trading as Acuris) of 10 Queen Street Place, London, EC4R 1BE; and
- (2) DEPARTMENT FOR INTERNATIONAL TRADE of 3-8 Whitehall Place, London, SW1A 2HH, United Kingdom ("Subscriber")

agree as follows:

Service Purchased: Infralogic

Initial Period: One year: from 23rd February 2022 to 22nd February 2023

Annual Subscription Fee: [REDACTED]

Authorised Users: Unlimited users in DIT UK & Hong Kong offices

Executed by the parties:

FOR AND ON BEHALF OF
"Subscriber"

[REDACTED SIGNATURE]

Signature of authorised person

[REDACTED NAME]

Printed name

Head of Commercial

Title

FOR AND ON BEHALF OF
Mergermarket Limited

[REDACTED SIGNATURE]

Signature of authorised person

[REDACTED NAME]

Printed name

Head of Sales

Title

Instruction to signatories: please also sign the attached terms and conditions at the end of the document.

Mergermarket Limited (trading as Acuris) 10 Queen Street Place, London,
EC4R 1BE Tel: 020 3741 1188

Registered office at above address. Registered number 3879547 England

Subscription Agreement

THIS AGREEMENT is made on the date set out below between Mergermarket Limited, a company registered in England and Wales (company number 03879547), whose registered office is at 10 Queen Street Place, 2nd Floor, London EC4R 1BE, United Kingdom ("**Acuris**") and the party or parties named as the Subscriber in the Purchase Order

1. DEFINED TERMS

In this Agreement:

"Affiliate" means, in respect of a company, a company which is its subsidiary or holding company, whether direct or indirect, or a company which is a direct or indirect subsidiary of that holding company and shall include such entities whether now existing or later established by investment, merger or otherwise, including the successors and assigns of such entities;

"Agreement" means this agreement and any Schedule or Purchase Order attached and hereby incorporated hereto;

"Application Program Interface" or ("**API**") means any application program interfaces provided with the Schedule or Purchase Order;

"Authorised Developer" means any third party who has been duly authorised in writing by Acuris to use the API for the development of any Registered Application for use with the Solution;

"Authorised User" means any employee of, or individual directly or indirectly contracted to, a member of the Subscriber's Group authorised in writing by Acuris to use the Solution or the Registered Application;

"Confidential Information" means any information belonging or relating to a party (including its Affiliates) disclosed by or on behalf of that party (the "**Disclosing Party**") to the other party (including its Affiliates) (the "**Receiving Party**") whether in writing, orally or by any other means, directly or indirectly, intentionally or unintentionally, before, on or after the date of this Agreement, relating to the business, activities, products, services, technology and financial information of either party or its customers, employees or officers, and any other information of the Disclosing Party that is marked confidential or that the Receiving Party ought reasonably to have known was confidential, including but not limited to (i) proprietary or trade secret information, know-how, intellectual property, marketing, commercial, legal, operational, and administrative activities, pricing information, benchmarking studies, trading positions, strategy, specifications, designs, plans, drawings, hardware, software, data, prototypes, facilities, premises, systems, security, procedures, and (ii) any reports, copies, summaries, analyses, data, plans, forecasts, compilations, studies, notes, discussions, interpretations, memoranda and other documents which contain or otherwise reflect or are generated from any information specified in sub-paragraph (i) hereof and the contents thereof. The terms and conditions of this Agreement, Purchase Orders and Operating Manuals shall be Confidential Information;

"Database" means financial information and intelligence, provided in database, press release and report form which has been obtained by Acuris from third parties or generated in-house and shall comprise the Solution;

"Fees" mean the fees set out in the Schedule or Purchase Order;

"IPR" means:

- a. patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and email address names), unregistered trade marks and service marks, copyrights, know-how, database rights, rights in designs and inventions; and
- b. rights of the same or similar effect or nature as or to those in paragraph (a);

"Operating Manuals" mean any and all technical and user documentation provided, made available or amended from time to time by Acuris related to the Solution or the API;

"OSS" means any software code (including, without limitation, any source code components, applications, plug-ins or libraries) distributed or made available under:

- a. any licence or terms approved or certified by the Open Source Initiative, or compliant with the Open Source Initiative "open source" definition, or
- b. any licence or terms otherwise regarded as open source in nature,

including (without limitation) software code licensed under GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License and BSD license;

"Password" means the unique words to be provided by Acuris for Authorised Users to obtain access to the Solution;

"Purchase Orders" means any and all written proposals, agreed by Acuris, under which the Subscriber contracts on behalf of itself or the Subscriber's Group to receive products or services from Acuris;

"Registered Application" means any software application developed by the Subscriber using API directly or indirectly or developed for use with the Solution;

"Solution" means the product detailed in the Schedule or Purchase Order, including (without limitation) a financial information and intelligence product which is accessed via the websites operated by Acuris (including the Database accessed via those websites), which has been obtained by Acuris from third parties or generated in-house, presented in a format suitable for searching the information and using other functionality and including software operating it to enable Authorised Users to search the Database and use other functionality;

"Subscriber's Group" means the Subscriber and any direct or indirect parent company(s) and any of its or their subsidiary or affiliated companies and any entity present or future, directly or indirectly controlling, controlled by or under common control of or with the Subscriber where "control" means the ownership of, or the power to vote, at least 50 (fifty) percent of the shares of the respective entity, but excluding any entity that is a competitor to Acuris;

"Term" means the period in which this Agreement remains in force as identified in Schedule or Purchase Order and;

"Unauthorised Application" means any Registered Application developed by any third party different from an Authorised Developer.

2. LICENCE SCOPE

- 2.1. Subject to the provisions of this Agreement, and in consideration of the payment by the Subscriber to Acuris of the Fees set out in the Schedule or Purchase Order, Acuris grants to the Subscriber a term limited, non-exclusive, non-transferable licence to use the Solution exclusively for the Subscriber's and members of the Subscriber's Group's own internal business purpose only for the Term and for no other purpose whatsoever. The Solution and the Registered Application shall be used only by the Authorised Users identified in the Schedule or Purchase Order as amended from time to time by the Subscriber in writing to Acuris and the Subscriber may permit no more than the number of the Authorised Users so identified to use the Solution and the Registered Application.

2.2. The Subscriber shall ensure that any person that it or any member of the Subscriber's Group permits to use the Solution, Operating Manuals or the API and each member of the Subscriber's Group abide by the obligations, restrictions and limitations set out in this Agreement.

2.3. Except to the extent permitted by this Agreement, the Subscriber shall not:

- a) market or exploit the Solution or the API or make it available to another person or permit another person to use it;
- b) alter or modify the Solution or the API or combine it with or incorporate it in any other programs;
- c) copy, reverse engineer, decompile or disassemble the Solution, the API or any part of it or them;
- d) charge or otherwise deal in or encumber the Solution or the API;
- e) delete, remove or in any way obscure Acuris's proprietary notices on any copy of the Solution, the API or the Operating Manuals; or
- f) use, or allow any third party to use, any automated software, process, programme, robot, web crawler, spider, data mining, trawling, "screen scraping" or other similar software (regardless of whether or not the resulting information would then be used for Subscriber's internal business purposes) and not disclose the Password to any third party for the purposes of using such technology.

2.4. A breach of clause 2.3 may include the occurrence of any pattern of usage of the Solution (or any part thereof) reasonably deemed by Acuris to indicate a breach of clause 2.3 (including, without limitation, unidentified internet protocol ranges accessing, or attempting to access, the Solution, excessive conflicts on the usage or evidence of attempted simultaneous use of one set of access details by two or more parties).

2.5. Subscriber may use reports and tables generated by the Solution for written and oral presentations made by the Subscriber to its own clients but shall procure that such clients only use such reports and tables for their own internal business purposes. For the avoidance of doubt, and save as permitted by this clause, Subscriber shall not forward (and shall procure that no Authorised User forwards) via email, printed matter or any other means any content to anyone other than an Authorised User.

2.6. The Subscriber shall be entitled to use the API for the development of any Registered Application which shall be used by the Subscriber exclusively with the Solution for the Subscriber's own internal business purposes only and for no other purpose whatsoever. No other use of API and of the Registered Application is permitted unless authorised in writing by Acuris. For the avoidance of doubt, the Subscriber shall not market, exploit, assign, transfer, licence or provide the Registered Application or any of its components, even if they have been independently developed by the Subscriber, to any third party unless authorised in writing by Acuris. The Subscriber shall ensure that any person that it permits to use the API abides by the above restrictions.

2.7. If the Registered Application is developed through a third party appointed by the Subscriber, the use of the API (and any incidental use of the Solution) by such a third party shall be subject to the provisions of this Agreement including but not limited to clauses 2.2 and 2.5 of the Agreement. The Subscriber shall not reveal or divulge to any third party any information or material, including but not limited to, any Confidential

Information, regarding the Solution or the API except as strictly necessary to permit the third party to develop the Registered Application on behalf of the Subscriber, nor shall the Subscriber reveal or divulge to any third party the Agreement, its content or any related terms and conditions. Prior to providing the third party with any access to or any information about the Acuris API or the Solution, the Subscriber shall enter and shall procure that the third party enters into an agreement with the Subscriber and Acuris in the form provided by Acuris including the third party's undertaking to the Subscriber and Acuris (i) to comply with the restriction on use of the Solution, the API and of any Confidential Information set out in this Agreement; (ii) not to market, exploit, assign, transfer, licence, provide, reveal or divulge, or supply any Confidential Information, any knowledge of the Solution or API technology or any component presented as providing connectivity to the Solution or API to any third party; (iii) not to use any of the foregoing for any activity different from the activity necessary for the execution of the development and, including but not limited to, for engaging, directly or indirectly, in any activity which may be deemed competitive with the activities of Acuris; and (iv) not to represent itself as in any way representing or otherwise being connected with Acuris, the Solution or the API. The Subscriber accepts liability to Acuris for, and indemnifies Acuris against, all loss or damage suffered or incurred by Acuris as a result of any failure or breach by the Subscriber or any such third party to perform or observe their respective obligations as contemplated by this clause 2.7.

2.8. The Subscriber shall not use the Solution or the API in any way that might harm or have an adverse effect on the IPR of the Solution or the API. The Subscriber shall not use OSS in any Registered Application if use of such OSS may impose any copyright or other similar obligations on Acuris, the Subscriber or otherwise in respect of the Solution. The Subscriber shall promptly notify Acuris of any breach of this obligation and shall indemnify Acuris for any loss or damage caused as a result of the Subscriber's use of OSS.

3. FEES AND PAYMENT

3.1. The Subscriber shall pay the Fees to Acuris, within 30 (thirty) days of issue of Acuris's invoice.

3.2. Acuris may increase the Fees each year upon the expiration of twelve (12) months from the start date of the Schedule or Purchase Order and annually thereafter. Acuris shall ensure that no increase in the total Fees set out in the Schedule or Purchase Order under this clause 3.2 exceeds (in percentage terms) the greater of the percentage increase in the Government Index of Retail Prices (all items) published by the Office for National Statistics on behalf of the UK Government (or any successor to such index from time to time) and the percentage increase in US Employment Cost Index for Total Compensation for Private Industry Workers using the Occupational Group: Professional, Scientific and Technical Services as compiled by the Department of Labor, since the previous such increase (or, if there has been no previous increase, the date of this Agreement).

3.3. The Fees do not include any value added tax or other applicable taxes, which the Subscriber shall pay in addition.

3.4. Without prejudice to clause 3.5 and/or any of Acuris's other rights, if the Subscriber fails to pay the Fees when they are due, Acuris may charge the Subscriber interest at either (at Acuris's sole option): (i) 10% per annum of the total sum due; or (ii) the maximum rate of interest permitted by law; calculated daily from the

due date for payment until the date on which the obligation of the Subscriber to pay the sum is discharged in full (whether before or after judgment). The parties agree that such sum has been agreed commercially and in good faith as a reasonable pre-estimate of such loss by way of liquidated damages.

- 3.5. Failure to pay Fees when due shall be a material breach of this Agreement.
- 3.6. The Subscriber shall not be entitled to withhold Fees on the grounds that there are pending complaints or disputes.

4. WARRANTIES

- 4.1. Acuris warrants that at the time the Solution is made available by Acuris to the Subscriber, the Solution will be free from viruses as may be reasonably detected by generally available virus protection software.
- 4.2. If the Subscriber gives Acuris notice of a breach of the warranty in clause 4.1 within the Term, the Subscriber's sole and exclusive remedy shall be for Acuris to use reasonable endeavours for a reasonable period to remedy the cause of the breach.
- 4.3. Except as expressly set out in this Agreement, all conditions, warranties and representations expressed or implied by statute, common law or otherwise are excluded.

5. SUBSCRIBER'S OBLIGATIONS

The Subscriber shall:

- 5.1. maintain all commercially standard security measures to prevent unauthorised access to and use of the Solution and the Password, and disclose the Password only to Authorised Users;
- 5.2. Subscriber shall keep accurate books of account and records covering the types of Solutions(s), the full name of each User, the manner, location (if applicable), and number of users (if applicable) by which any portion of the Solution(s) is/are accessed or used, which may include, by way of example (but not limitation) (i) details of all Users; (ii) the total number of sites; or (iii) other appropriate measurement (the "Reports"). Subscriber shall provide the Reports to Acuris accurately disclosing all applicable information as required by Acuris no later than within five (5) days of any request from Acuris;
- 5.3. Acuris (and its independent certified public accountant and/or other representatives) shall have the right, during regular business hours and upon not fewer than five (5) days' prior notice to the Subscriber, to examine such books of account and records and all other documents and materials related to the access to and use of the Solution(s) and the portions of the Solution(s) accessed, for the purpose of determining the accuracy of Subscriber's Reports and Subscriber's use and access in compliance with the terms of this Agreement. Acuris shall comply with any reasonable Subscriber health & safety and security policies shared with Acuris in advance of an on-site visit, should an on-site visit be required by Acuris. Should any audit by Acuris show more than 5% underpayment of fees due under Clause 3 for a monthly period, Subscriber shall promptly pay such fees to Acuris, together with interest from the date such fees should have been paid (at a rate equal to 1½% per month), and shall promptly reimburse Acuris for the entire cost of such audit;
- 5.4. If Acuris conducts an audit of the Subscriber's compliance with its obligations under this Agreement that reveals

that the Subscriber is in breach of those obligations, reimburse Acuris in respect of its reasonable costs (not exceeding US \$20,000) incurred in carrying out that audit;

- 5.5. provide Acuris with such facilities and assistance, as Acuris requires to perform its obligations under this Agreement;
- 5.6. comply with the Operating Manuals and any other operating instructions in relation to the Solution or the API of which Acuris has given the Subscriber reasonable notice;
- 5.7. remain solely responsible for the use of the Solution, API and of any Registered Application;
- 5.8. promptly communicate to Acuris the name and the location of any person, included but not limited to any third party, which shall develop or has developed the Registered Application;
- 5.9. prohibit any person different from the Authorised User to use the Solution and any Registered Application and to have access to Acuris services set out in the Schedule or Purchase Order;
- 5.10. promptly communicate to Acuris the development and the use of any Registered Application and permit Acuris to audit it;
- 5.11. promptly communicate to Acuris the name of any person, who shall be an Authorised User and shall promptly communicate to Acuris the replacement of any Authorised User;
- 5.12. not, during the Term and continuing for a period of 2 (two) years following termination of this Agreement, solicit the employment or hire any (i) current employee of Acuris or its Affiliates; or (ii) any person who was an employee of Acuris or of its Affiliates within the immediately preceding 12 (twelve) month period. Nothing in this clause shall prevent the Subscriber hiring any employee or former employee of Acuris or its Affiliates provided such employee is not utilised in connection with (a) the Solution or the maintenance of the Solution; or (b) any software or service similar to or related to the Solution on commencement of employment or at any time during the period of 1 (one) year following commencement of employment.

6. PROPRIETARY RIGHTS

- 6.1. The IPR and all right, title and interest in the IPR in the Solution and API (as modified and updated from time to time) and the Operating Manuals are, and shall remain at all times, vested in Acuris and or its affiliates. The IPR in any services delivered pursuant to this Agreement, are, and shall remain at all times, vested in Acuris or its Affiliates.
- 6.2. Subscriber grants Acuris the right to compile, process and store Subscriber's data (including any IPR, personal data or Confidential Information contained therein) in order to provide and enhance the Solution. Subscriber acknowledges and agrees that Acuris and its Affiliates may also use such data for their business purposes including but not limited to support, product development and enhancement, including the development and enhancement of derivative products, statistical analysis, billing and reporting, provided however that Acuris may not use the Subscriber's data for any purpose other than to provide the Solution to the Subscriber, unless the Subscriber's data is aggregated with the data of other clients such that the identification of any particular client cannot be ascertained (such data being "Obfuscated Data"). All right, title and interest in Obfuscated Data and Acuris's products, including any products derived from or enhanced with Obfuscated

Data, shall at all times be and shall remain vested with Acuris. In all cases Subscriber's data shall remain

confidential in accordance with clause 11 of this Agreement.

- 6.3. Acuris shall indemnify the Subscriber against any damages (including costs) that may be awarded under any final judgment by a court of competent jurisdiction or agreed by Acuris in final settlement in respect of any claim or action brought against the Subscriber, on the basis that its normal operation, possession or use of the Solution in accordance with and subject to the terms of this Agreement and the Operating Manuals infringes the IPR of any third party, provided that the Subscriber complies with clause 8.
- 6.4. Subscriber shall use all reasonable endeavours to mitigate any loss the Subscriber or the Subscriber's Group may suffer or incur as a result of a matter giving rise to an IPR claim.
- 6.5. Acuris shall have no liability to the Subscriber in respect of any claim arising under clause 6.3 to the extent such claim relates to any programs, data or any modification or addition not supplied by Acuris or to any Registered Application.
- 6.6. If a claim is made that the use of any part of the Solution, API or the Operating Manuals is, or in the reasonable opinion of Acuris may become, an infringement of the rights of another person, Acuris may at its option:
- replace the relevant infringing part with a comparable non-infringing software product or document (as applicable); or
 - procure for the Subscriber the right to continue using the relevant infringed part.
- If neither option is reasonably available within 30 (thirty) days of Acuris becoming aware of the IPR claim, Acuris may terminate this Agreement by 30 (thirty) days' notice to the Subscriber.
- 6.7. The Subscriber shall indemnify Acuris against any damages (including costs) that may be awarded under any final judgment by a court of competent jurisdiction or agreed by the Subscriber in final settlement in respect of any claim or action brought against Acuris provided that such claim is caused by or contributed to by Acuris having followed a design, specification, instruction, modification or enhancement given, furnished or requested by the Subscriber, provided that Acuris complies with clause 8. In addition, any such design, specification, instruction, modification or enhancement given, furnished or requested by the Subscriber shall be the sole responsibility of the Subscriber and the provisions of clauses 4.1 and 6.3 to 6.6 shall not apply in respect of all such elements or work product or the combination of such elements or work product with the Solution or API.

7. LIABILITY

- 7.1. Other than in respect of a breach of the confidentiality provisions of this Agreement, neither party shall be liable to the other or to any third party for any: (a) loss of software, loss of or corruption to data, loss of profits or revenues trading losses, fines, loss of contracts, loss of operation time, loss of goodwill or anticipated savings; or (b) any indirect, special or consequential loss, damage, costs or expense of any kind of whatever nature, even if foreseeable or if a party has been advised of their possibility and in all cases however caused and whether arising under or in connection with this Agreement, tort (including negligence), breach of statutory duty or otherwise. For the avoidance of doubt, the Subscriber's liability for Fees due or payable by the Subscriber lost by Acuris as a result of the Subscriber's breach of this Agreement are not excluded under this clause 7.1.
- 7.2. The entire liability of Acuris under or in connection with this Agreement shall at all times be limited to an

amount no greater in the aggregate than US \$1,000,000.

- 7.3. Nothing in this Agreement shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence, or liability arising as a result of fraud for which no limit applies.
- 7.4. The Subscriber shall indemnify Acuris against each loss, liability and cost incurred as a result of a claim from any other person, which arises as a result of the use of the Solution, API, any Registered Application and any Unauthorised Application in any manner not expressly authorised under the terms of this Agreement or the Operating Manuals.
- 7.5. The Subscriber shall be responsible for, and indemnify Acuris on demand for, all loss or damage arising in connection with any breach of the terms of this Agreement by any member of the Subscriber's Group or by any person permitted by the Subscriber or any member of the Subscriber's Group to use the Solution, the Operating Manuals or the API.
- 7.6. Acuris shall have no liability for any loss, liability or cost arising because of:
- the Subscriber's negligence, wrongful acts or omissions or breach of this Agreement;
 - use of the Solution in an environment which does not meet the requirements specified in the Operating Manuals;
 - any modification to the Solution or to the Operating Manuals made by any person other than Acuris, unless it has been approved by Acuris in writing;
 - use of any version of the Solution other than the latest release made available to the Subscriber under clause 6.6 (whether or not accepted by the Subscriber), the previous such release and any release made available within the previous 12 months;
 - use of the Solution and of the Registered Application other than by Authorised Users; or
 - use of any Unauthorised Application.

- 7.7. Without prejudice to any of its other rights, Acuris shall be entitled to suspend the rendering of any service should the Subscriber be at the relevant time in default in the payment of sums due to Acuris under the provisions of this Agreement, notwithstanding the provisions of clause 3, or should the Subscriber use any Unauthorised Application. Said suspension shall not thus be deemed a breach of this Agreement by Acuris nor a ground of termination of this Agreement by the Subscriber.

- 7.8. Subscriber acknowledges that the contents of the Database are based on information supplied to Acuris by third parties and are not independently verified by Acuris. Acuris does not guarantee the sequence, accuracy, completeness or timeliness of the Database. The Solution is not intended to and does not provide tax, legal or investment advice. Subscriber should seek independent tax, legal or investment advice before acting on information obtained from the Solution. Consequently, Acuris shall not be under, and excludes to the fullest extent permitted by law all liability to Subscriber for, any liability whatsoever in respect of (a) any mistakes, errors, inaccuracies or omissions in, or incompleteness of, the data held on the Database or in the Solution; or (b) delays in updating the Database or unavailability thereof.

8. INDEMNITIES

If either party becomes aware of a matter giving rise, or likely to give rise, to a claim against it in relation to

which it is entitled to be indemnified by the other party under this Agreement, it shall:

- 8.1. notify the other party of the claim as soon as practicable and consult with the other party with respect to the claim;
- 8.2. provide such assistance as the other party may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the claim or enforce the other party's rights in relation to the matter, and, if the other party requests, and allow the other party the exclusive conduct of any related proceedings; and
- 8.3. not admit liability in respect of or settle the claim without first obtaining the other party's written consent, such consent not to be unreasonably withheld or delayed.

9. TERM AND TERMINATION

- 9.1. This Agreement shall remain in force for the Term, and shall automatically renew for additional Terms each equal in duration to the initial Term unless terminated by either party by notice to the other party no less than 12 (twelve) months prior to the date of the expiration of the then current Term. Such termination shall be effective at the end of the then current Term.
- 9.2. A party may terminate this Agreement with immediate effect by notice to the other party on or within a reasonable period after the occurrence of either of the following events:
 - a) the other party being in breach of a material obligation under this Agreement and, if the breach is capable of remedy, failing to remedy the breach within 30 (thirty) days starting on the day after receipt of notice from the first party giving details of the breach and requiring the other party to remedy the breach; or
 - b) the other party passing a resolution for its winding up, a court of competent jurisdiction making an order for the other party's winding up or dissolution, the making of an administration order in relation to the other party (or a legally analogous event in any jurisdiction), or the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally (including, without limitation, proceedings under Chapter 11 of the U.S. Bankruptcy Code or a legally analogous event in any other jurisdiction).
- 9.3. Upon termination of this Agreement all licences granted hereunder shall terminate, Subscriber shall cease using the Solution and the API and within 10 (ten) days of termination of this Agreement the Subscriber shall deliver to Acuris the Solution, API, the Operating Manuals and all copies of them and shall certify in writing to Acuris that none of them and, except as may be required by law, no copies of them have been retained by the Subscriber or another person. Termination does not affect a party's accrued rights and obligations at the date of termination and clauses 1, 2, 3.1, 3.3, 3.4, 4.3, 5.11, 7, 8, 9.3, 9.4 and 11 to 14 inclusive shall remain in full force and effect.
- 9.4. Termination of this Agreement shall not relieve Subscriber of its obligations to pay Acuris all Fees and charges during the Term, whether such Fees and charges are due on the date of termination or otherwise.
- 9.5. As soon as practicable after termination of this Agreement (other than termination by Acuris), Acuris shall reimburse the Subscriber in respect of such proportion (if any) of the latest Fees set out in

Schedule or any Purchase Order as relates to the period after the effective date of termination.

- 9.6. Termination of this Agreement shall occur without prejudice to the rights and remedies which the terminating party may have against the other party.

10. FORCE MAJEURE

- 10.1. If a party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by an event beyond its reasonable control (including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, epidemic, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and storm), that party's obligations under this Agreement are suspended while the event continues and to the extent that it is prevented, hindered or delayed.
- 10.2. If an event of the kind referred to in clause 10.1 continues to prevent, hinder or delay the performance of a party's obligations under this Agreement in a material respect for more than 30 (thirty) days, the other party may terminate this Agreement with immediate effect by notice to the affected party.

11. CONFIDENTIALITY

- 11.1. The Receiving Party shall not use Confidential Information for a purpose other than the performance of its obligations or enforcement of its rights under this Agreement and shall not disclose Confidential Information to any third party except with the prior written consent of the Disclosing Party or in accordance with clause 11.3.
- 11.2. The Receiving Party shall not disclose Confidential Information except to any of its officers, employees, agents, professional advisors and contractors ("Authorised Representatives") provided that disclosure is necessary for the purposes of this Agreement or for the use of the Solution in accordance with clause 11.1 of this Agreement, in which case it shall ensure that the disclosee complies with the Receiving Party's obligations of confidentiality under this Agreement as if it were the Receiving Party.
- 11.3. Clauses 11.1 and 11.2 do not apply to Confidential Information which:
 - a) is at the date of this Agreement, or at any time after that date becomes publicly known other than by the Receiving Party's breach of this Agreement; or
 - b) can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party or subsequently to have been disclosed to the Receiving Party by a source other than the Disclosing Party without breach of this Agreement or other commitments.
 - c) the Receiving Party is required to disclose by law or by a competent regulatory authority, provided that to the extent that it is permitted to do so, the Receiving Party making such disclosure:
 - i. notifies the Disclosing Party as soon as practicable upon becoming aware of any such requirement; and
 - ii. co-operates with the Disclosing Party (at the Disclosing Party's reasonable expense) to avoid or limit disclosure and to gain assurances as to confidentiality from the authority to whom the information is to be disclosed.
- 11.4. Each Party will expressly inform its Authorised Representatives of the confidential nature of the Confidential Information of the Disclosing Party and

the purpose for which it may be used and will procure their compliance with the terms of this Agreement as if they were a party to it. The Receiving Party shall be responsible for any breach of this Agreement by any of its Authorised Representatives, and, at its sole expense, shall take all reasonable measures to restrain its Authorised Representatives from prohibited or unauthorised disclosure or use of the Confidential Information.

- 11.5. Receiving Party shall not use the Confidential Information in any manner that could compete with the business of the Disclosing Party.
- 11.6. Confidential Information shall remain the exclusive property of the Disclosing Party. Except as specifically provided for herein, nothing in this Agreement shall be construed as granting or conferring any rights by licence or otherwise in any Confidential Information of the Disclosing Party.
- 11.7. Subject to clause 11.8 and within 10 (ten) days of termination of this Agreement the Receiving Party shall:
 - a) return to the Disclosing Party or destroy all documents and materials (including electronic media) or such parts thereof as contain or relate to any Confidential Information, together with any copies which are in the Receiving Party's possession, custody or control or are in the possession, custody or control of any of its Authorised Representatives, provided that such information is in a form which is capable of delivery or destruction; and
 - b) permanently erase all Confidential Information from any computer, word processor, mobile telecommunications device or similar device by or on behalf of the Receiving Party or by or on behalf of its Authorised Representatives.
- 11.8. The Receiving Party may retain: (i) one copy of the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority or its internal compliance procedures; and (ii) electronic files containing Confidential Information created pursuant to automatic archiving and back-up procedures.
- 11.9. The Receiving Party acknowledges that neither the destruction, return nor deletion of any Confidential Information will release it from the obligations contained in this Agreement.
- 11.10. The Receiving Party recognises that irreparable harm can be occasioned to the Disclosing Party by breach of this Agreement and by the unauthorised disclosure, reproduction or use of the Confidential Information by it or its Authorised Representatives and that monetary damages will be inadequate to compensate the Disclosing Party for such breach. The Receiving Party agrees that in the event of such breach, the Disclosing Party shall be entitled to a preliminary injunction to protect and recover the Confidential Information and the Receiving Party will not object to the entry of an injunction or other equitable relief against the Receiving Party on the basis of an adequate remedy at law. This remedy shall be in addition to any other remedies available to the parties under this Agreement or at law.

12. NOTICES

- 12.1. All notices given under or in connection with this Agreement shall be in writing in the English language.
- 12.2. Notices to:
 - a) Acuris shall be delivered to Acuris's address set out on the first page of this Agreement or another address which Acuris may have from time to time specified in a notice by (i) DHL, FedEx or another

internationally recognised express delivery service, (ii) a same-day delivery courier service or (iii) fax.

- b) the Subscriber shall be delivered to the Subscriber's address set out on the first page of this Agreement, another address which the Subscriber may have from time to time specified in a notice or any billing address provided by the Subscriber from time to time by (i) DHL, FedEx or another internationally recognised express delivery service, (ii) a same-day delivery courier service or (iii) fax.
- 12.3. Notices shall be deemed delivered:
 - a) If sent by fax, the earlier of actual receipt or one hour after transmission;
 - b) If sent by express delivery service, the earlier of actual receipt or the date and time of delivery at the Receiving Party's address as recorded by the express delivery service;
 - c) If sent by same-day delivery courier service, the earlier of actual receipt or the date and time of delivery at the Receiving Party's address as recorded by the same-day delivery courier service.
 - 12.4. Any notice delivered to an address or by means other than those stated in clause 12.2 shall be deemed not to have been delivered and shall have no force or effect.
- ## 13. GENERAL
- 13.1. This Agreement constitutes the entire agreement, and supersedes any previous agreements, between the parties relating to the subject matter of this Agreement. The Subscriber acknowledges that it has not relied on or been induced to enter this Agreement by any representation other than those expressly set out in this Agreement. Acuris is not liable to the Subscriber (in equity, contract or tort, or in any other way) for a representation (other than a fraudulent misrepresentation) that is not set out in this Agreement.
 - 13.2. A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.
 - 13.3. Each Schedule or Purchase Order shall be deemed to include all the terms and conditions of this Agreement and all capitalised terms which are defined in this Agreement shall have the same meaning in a Schedule or Purchase Order provided that if any terms or conditions of a Schedule or Purchase Order conflict with any terms or conditions of this Agreement, with the exception of those set out in Clauses 2, 3 and 9 herein, which shall always prevail, the terms and conditions of such Schedule or Purchase Order shall take precedence over the terms and conditions of this Agreement, but only for the purposes of such Schedule or Purchase Order.
 - 13.4. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
 - 13.5. In this Agreement, a reference to a person includes a reference to a body corporate, association or partnership and to that person's legal personal representatives, successors and lawful assigns.
 - 13.6. This Agreement is personal to the Subscriber, which may not assign or transfer or purport to assign or transfer a right or obligation under this Agreement.

- 13.7. Acuris may assign all or any of its rights or transfer all or any of its rights, obligations and liabilities under this Agreement to any of its Affiliates.
- 13.8. This Agreement is not intended to confer any right or benefit on any person who is not party to it. A person who is not party to this Agreement has no right to enforce any term, condition or other provision of this Agreement.
- 13.9. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other contractual relationship unless expressly provided for in this Agreement.
- 13.10. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement. The parties hereby agree to attempt to substitute for any invalid, unlawful or unenforceable provision a valid lawful or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, unlawful or unenforceable provision.
- 13.11. This Agreement may be signed in any number of counterparts and this has the same effect as if the signatories on the counterparts were on a single copy of this Agreement. Execution and delivery of this Agreement by exchange of facsimile copies (including by email) bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party.

- 13.12. This Agreement is the result of negotiations between the parties, each of which is a sophisticated business entity commercially familiar with the subject matter of the Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provisions of this Agreement.

14. GOVERNING LAW AND JURISDICTION

- 14.1. This Agreement is governed by, and shall be construed in accordance with, Irish law.
- 14.2. Each party shall comply with all applicable laws, rules and regulations in respect of all activities conducted under this Agreement.
- 14.3. Subject to clause 14.4, the courts of Ireland have exclusive jurisdiction to decide any disputes, which may arise out of or in connection with this Agreement.
- 14.4. Nothing shall prevent either party from seeking injunctive relief in the courts of any jurisdiction for any breach (or alleged breach) of this Agreement in that jurisdiction.
- 14.5. NO JURY TRIAL: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE FACTUAL ISSUES WHICH WOULD BE RESOLVED MOST EFFICIENTLY BY A BENCH TRIAL, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Executed by the parties:

**FOR AND ON BEHALF
OF Subscriber**



Signature of authorised person



Printed name

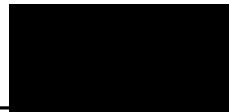
Head of Commercial

Position

27/6/2022

Date

**FOR AND ON BEHALF OF
Mergermarket Limited**



Signature of authorised person



Printed name

Head of Sales

Position

29/6/2022

Date