

SANCTIONIQ T&Cs

1. FORMATION AND SCOPE

1.1 Documentation

These T&Cs (together with the Schedules) govern the relationship between the Customer and SanctionIQ.

1.2 Definitions

"Agreement" means the legally binding terms and conditions agreed between SanctionIQ and the Customer in relation to the provision of a Service to the Customer.

"API" means proprietary application program interface(s) developed and defined by SanctionIQ that outline routines, data structure, object classes and protocols and which allows a customer to interact with the Customer Portal.

"Applicable Law" means all laws of the jurisdiction in which SanctionIQ is incorporated, as amended and in force from time to time.

"Authorised Users" means the persons named authorised by the Customer who are permitted to use a Service as more specifically set out in the Subscription Form.

"Business Day" means 09.00 to 17.30 any day excluding weekends, bank holidays or other public holidays in Gibraltar.

"Confidential Information" means all information, in whatever medium, relating to the trade secrets, operations, processes, plans, intentions, technical data, product information, know-how, designs, market opportunities, transactions, affairs or business of a Party or its customers, clients, suppliers, holding companies or subsidiaries, all information relating to a Service; the terms of this Agreement; and the negotiations relating to this Agreement.

"Customer" means the person and or entity contracting for the Service as provided by the Customer in the Subscription Form.

"Customer Portal" means the API or Website or other access point provided from time to time by which the Customer generally accesses Services from SanctionIQ.

"Data Centre" means the data centre from time to time from which a Service (or the relevant Software) is hosted.

"Default" means any breach of any obligation or warranty under the Agreement, or any misrepresentation, mis-statement or tortious act or omission (including negligence) arising under or in connection with the Agreement, or the occurrence of any event or series of events which gives rise to a liability of the other Party or an obligation under the Agreement on a Party to indemnify the other Party.

"Downtime Events" are (i) scheduled maintenance events to a Service or Data Centre (ii) delays or failures caused by telecommunications, ISP, domain name or other third party facilities, including the internet (iii) Force Majeure Events (iv) the execution of emergency maintenance to prevent imminent loss of Customer data or the introduction or reproduction of Malicious Software.

"End Date" means the date that the Service ceases to be provided to the Customer as provided for in Clause 9 of the Standard Terms.

"Fees" means the Subscription Monthly Fee or the Subscription Annual Fee payable by the Customer to SanctionIQ for the use of the Service.

"Force Majeure Event" means any event impeding the performance by a Party of its obligations under the Agreement arising out of or in connection with circumstances beyond the reasonable control of that Party, which shall include natural disasters, pandemics, epidemics, fire, flood, civil

commotion, acts of a government, breakdown of power supplies and of communication lines, cyberattacks, labour disputes (except where caused by a Party), or any other calamity or cause beyond reasonable control.

"Implied Terms" means all clauses, warranties and other terms (including Customer purchase terms provided before or after the Start Date) which are not set out in the Agreement and might have effect between the Parties or be implied or incorporated into the Agreement or any collateral contract whether by trade, custom, course of dealing, Law or otherwise, including any implied clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that any SanctionIQ Material will be accurate or complete or that the use of any Service or SanctionIQ Material will be uninterrupted or error-free.

"Intellectual Property Rights" or "IPR" means any intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trademarks, trade dress, data base rights, applications for any of the above, moral rights, trade secrets, domain names, URLs, trade names, or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

"Malicious Software" means any device or thing that may: prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, telecommunications service, equipment or network, or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part); or adversely affect the user experience, including (without limitation) worms, trojan horses, viruses, logic bombs, time bombs, backdoors, trap doors, artificial intelligence-software and other software used for opponent-profiling, automatic betting and other similar or related behaviour.

"Party" means individually SanctionIQ and the Customer, together referred to as the Parties.

"Personal Data" has the meaning set out in the Data Protection Legislation.

"Policies" means the policies set out on the website may be amended by SanctionIQ from time to time;

"Report" means the report generated for the Customer following the Customer's interaction with the Customer Portal. Reports may include information obtained from public sources, including adverse media, regulatory notices, sanctions lists, litigation references, company registries, public registers and other online material. Such information may include allegations, historic reports, unverified media references or information that is incomplete, outdated or context-dependent. Inclusion of information in a Report does not constitute a finding of wrongdoing, illegality, sanctions status, criminality or regulatory breach. The Customer must independently verify all material information before taking any action or making any decision based on a Report.

"Representatives" means collectively each Party's and its affiliates' respective directors, employees, officers, subcontractors, or professional advisors;

"Right to Access and Use of Service" means the licence and capability to access the Customer Portal.

"SanctionIQ" means SanctionIQ Limited being the contracting entity that is a party to the Subscription Form.

"SanctionIQ Material" means any services, software object code and source code, data, trademarks or logos or information provided and/or created by or on behalf of SanctionIQ and used by SanctionIQ for the purpose of and/or in connection with the provision of a Service or the performance of any of its obligations under the Agreement.

"Seat(s)" means number of Authorised User(s) that the Customer has paid for and that can ultimately access the Customer Portal for and on behalf of the Customer. The Customer may add, for a fee, additional seats to their subscription model.

"Service" means services offered by SanctionIQ that are subscribed for by the Customer as agreed in the Subscription Form.

"Start Date" means the date that the Parties agree that the Service shall begin as provided for in the Subscription Form.

"Service Description" means the description of Service as found on the Service Platform Overview as may be amended by SanctionIQ from time to time.

"Service Platform Overview" means the Website.

"Subscription Annual Fee" means the annual fee for the Subscription Service as detailed on the Website.

"Subscription Service" means the Service contracted by the Customer, via the Customer Portal, as detailed in the Subscription Form and subscribed for by the Customer.

"Subscription Form" means the subscription/registration form located on the Website whereby the Customer contracts for the applicable Service and pays the associated Fees.

"Subscription Monthly Fee" means the monthly fee payable for a Subscription Service as detailed on the Website.

"Term" means the period of time from the Start Date until the End Date.

"Territory" means the country where SanctionIQ has its registered office.

"Third Party" means a legal entity which is not the Parties.

"Third Party Service(s)" means any SaaS, software, cloud services, support services, consulting services or other services provided by a Third Party Supplier (via SanctionIQ) to the Customer under the Agreement as may be amended by the Third Party Supplier from time to time.

"Third Party Supplier" means a supplier of Third Party Service(s).

"Third Party Terms" means the applicable third party terms set out on their website.

"Update" means any updates, patches or fixes to Service provided by SanctionIQ to overcome defects, bugs or faults in the Service and is included in the Fees, but excludes any Upgrades.

"Upgrade" means any upgrade that enhances, expands or provides additional features and functionalities to the Service and is chargeable in addition to the Fees.

"Website" means SanctionIQ's website accessible at www.sanctioniq.io.

1.3 Services

The terms of use specific to the nature of the Service and/or a Third Party Service provided are set out more fully in the Schedules and the Third Party Terms respectively. The Service shall be subscribed for and contracted via the Subscription Form.

The Service shall commence following receipt of payment from the Customer in accordance with the applicable tier selected by the Customer on the Subscription Form. Customers shall be permitted to upgrade and downgrade on the Subscription Service via the Customer Portal. Credits that form part of the Subscription Service shall not roll over to the next month.

The Customer acknowledges that the Service uses automated systems and large language models. Outputs may contain inaccuracies, omissions, formatting issues, inconsistent phrasing or interpretations, and may not identify every relevant risk or source. The Customer must independently review and verify Reports before relying on them.

Reports are provided for informational and risk-screening support purposes only. SanctionIQ does not provide legal, regulatory, financial, compliance or professional advice. Reports should

not be treated as a definitive sanction, KYC, AML, legal or regulatory determination. The Customer hereby confirms and agreed that they remain solely responsible for reviewing the Report, verifying relevant sources, applying its own policies and procedures, and making any onboarding, transaction, reporting or compliance decision.

SanctionIQ does not store the any inputs made by the Customer into the Customer Portal. Reports exist only in volatile memory or in transient automation queues while a Report is being processed and are deleted once the Report has been delivered to the Customer. Operational logs capture only high level metadata such as the timestamp of the request, the fact that a job was attempted, and whether it succeeded or failed. SanctionIQ will never store the subject's details or the content of the Report. Support engineers may encounter partial data if a flow is paused or requires manual intervention, but this is limited to the information necessary to diagnose and resolve the issue. SanctionIQ therefore maintains no persistent database of user provided screening data, preserving client confidentiality while still enabling service monitoring.

1.4 Additional Services

Services may be varied from time to time by mutual agreement of the Parties via the Customer Portal. Where this applies, payment dates and the term for the additional Subscription Services will be adjusted to run co-terminously with the original registration date. Credits included in a Subscription Service do not roll over and expire at the end of the applicable monthly usage period. Separately purchased credit packs or top-ups shall roll over until consumed, unless otherwise stated at purchase. Unless SanctionIQ specifies otherwise, Subscription Service credits shall be consumed first, followed by purchased credit packs or top-ups.

1.5 Service Terms – Basis of Service

a. The Service is provided in accordance with the Agreement

For the avoidance of doubt the Customer is solely responsible for obtaining and maintaining at its own expense, all compatible systems and equipment needed to access the relevant Service including internet access.

b. Right to Access and Use the Service

The Customer has the Right to Access and Use the Service for the Term on a non-transferable, non-exclusive basis as from the Start Date, providing payment has been made and is continued to be paid in accordance with these T&Cs.

Whilst SanctionIQ can be accessed via a variety of different mediums, the Customer shall manage and maintain their Subscription Service via the Customer Portal. Pricing varies according to the selected Subscription Service contracted.

The Service shall be accessible through the following interfaces:

- Email submission: Customers send a request by email, including the subject's name and identifying details. An RPA worker extracts the data, performs the sanctions checks and emails the resulting Word document Report.
- Website: Customers shall be able to log into their account through the Website and request a Report. SanctionIQ acknowledges receipt immediately with a standard HTTP status (200 or error within ~30 s). The Report will appear on the Website's dashboard and can be copied or saved in a PDF. The Website may limit the number of concurrent Report requests that can be submitted or processed through the dashboard. The Website provides live information on the current status of the Client's account and the contracted packages and additional services.
- API (additional fees apply): Customers post a request to the POST sanction endpoint. SanctionIQ acknowledges receipt immediately with a standard HTTP status (200 or error within ~30 s) and queues the job. The Report is later pushed to the Customer's callback URL. This interface runs on the same RPA infrastructure as the email service but offers more flexibility in terms of response formats and security.

The Right to Access and Use the Service can be extended to the number of Authorised Users subscribed for.

c. Service Support

SanctionIQ will provide limited Service Support. Responses will depend on the tier that has been subscribed for.

d. Customer Portal

The Service is provided in accordance with the Service Platform Overview available online.

e. Changes

The Service is continually evolving and SanctionIQ reserve the right to:

- increase the Subscription Monthly Fees and/or the Subscription Annual Fees at any time;
- Update the Service;
- to reduce the Service Support for the Service;
- change any Data Centre or third party platform provided that the service provided by the replacement Data Centre or platform is at least equivalent to the previous offering.

Where an API is provided, the Customer shall, as soon as reasonably practicable, make any consequential modifications necessary within the Customer's operating environment to ensure continued interoperability with the API. If the Customer fails to comply with this clause, SanctionIQ may suspend the Customer's access to the relevant Service or API, or suspend performance of the affected part of the Agreement, upon ten (10) calendar days' written notice.

f. Third Party Terms

Where a Third Party Service is provided, the Customer accepts the associated Third Party Terms. In any event where a Third Party Service is provided as part of the Service the Customer shall have no broader Right to Access and Use the Third Party Service than it does in relation to the overarching Service provided by SanctionIQ.

The Customer will comply with the relevant Third Party Terms and indemnify SanctionIQ for any losses, liabilities, damages, costs or expenses that SanctionIQ may incur or suffer as result or in connection with a breach of such Third Party Terms.

g. Security

The Service is provided in accordance with these T&Cs. Whilst the Service is encrypted, no form of encryption is totally secure and SanctionIQ cannot and do not guarantee the privacy or security of any information transmitted over or stored in any system connected to the Internet.

h. Return of Data on expiry or termination of the Term

All Personal Data shall be deleted by SanctionIQ within 1 year of the termination of the Service.

i. General

SanctionIQ may suspend the Service without notice and without any liability to the Customer if: (i) the Service is being used in breach of the Agreement (including without limitation failure to pay any Fees); (ii) there is a breach of security and SanctionIQ reasonably believe that the suspension of the Service is necessary to protect any network; (iii) due to emergency Downtime Events; or (iv) if required by law, enforcement, regulatory or government agency

2. TERM

2.1 The Agreement shall commence on the Start Date and end on the End Date.

3. FEES AND PAYMENT

3.1 Fees

Fees shall be detailed on the Website. The Customer shall have the ability to subscribe for a Subscription Service on a monthly and annual basis. The Fees shall vary accordingly. The Customer shall be required to select the Subscription Service that they wish to subscribe for and follow the necessary payment steps. Additional Services can be subscribed for through the Customer Portal.

3.2 Payment Terms

Once the Customer has selected the Subscription Service and whether they wish to pay annually or monthly they shall be re-directed to a payment page. The Customer must pay for the Subscription Service in advance of being able to utilise the Subscription Service.

Payments shall automatically re-occur via our the payment solution on the monthly or annual anniversary that the Subscription Service was subscribed for.

Should a recurring payment fail, the Customer will be given a grace period of five (5) days to rectify the payment. During the grace period, SanctionIQ may continue to allow access to the Service, subject to available credits and any applicable account limits. If payment has not been recovered by the end of the grace period, SanctionIQ may suspend the Customer's ability to generate new Reports until payment is successfully made. SanctionIQ may continue to preserve the account for a reasonable period, but reserves the right to close or delete the account in accordance with its data retention and account closure policies.

Should a Customer wish to upgrade its package or subscribe to new features that have been developed by SanctionIQ the Customer shall be required subscribe to these features through the Customer Portal and make the corresponding payment.

4. CONFIDENTIALITY

Each Party shall: (a) keep all Confidential Information disclosed to it by the other Party strictly confidential; (b) not disclose any such Confidential Information to a third party, other than to those of its Representatives on a "need to know" basis and only provided that the relevant Party shall ensure that such Representative shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company, other than those for which or to whom that Party may lawfully use or disclose it under this Agreement; and (c) use Confidential Information only in connection with the proper performance of the Agreement. Either Party may disclose Confidential Information if it is compelled by Applicable Law to do so, provided it gives the other Party prior notice of such compelled disclosure (to the extent legally permissible) and reasonable assistance to contest the disclosure. Each Party shall be liable for any breach of this clause 4 (Confidentiality) by it or its Representatives.

5. DATA PROTECTION AND ARTIFICIAL INTELLIGENCE

5.1 Data Protection

Each Party shall comply with their respective obligations set out in our Data Protection Policy.

5.2 Artificial Intelligence

Customer's use of SanctionIQ is subject to the AI Terms, set out in our AI Terms in the Schedule.

6. INTELLECTUAL PROPERTY

Ownership All IPR in the SanctionIQ Material and any copies thereof remain the sole property of SanctionIQ (or where applicable, its licensors). Any IPR arising from authorised developments to the SanctionIQ Material shall vest in SanctionIQ (or its licensors) and where relevant, the Customer will assign any such IPR free of charge upon request from SanctionIQ.

7. INDEMNIFICATION

7.1 Indemnification by SanctionIQ

SanctionIQ shall not indemnify the Customer for any claim arising out of the use of the Service.

7.2 Indemnification by the Customer

Subject to the Customer complying with clause 7.3, the Customer hereby indemnifies and undertakes to keep indemnified SanctionIQ, from and against any and all costs, damages, liabilities or expenses incurred by SanctionIQ (including all costs, damages or reasonable legal expenses) in defending or settling any actions, suits, proceedings, claims or demands made or brought against SanctionIQ by a Third Party caused by, or in any way connected with unauthorised use of the Service by the Customer or any unauthorised Third Party through breach of this Agreement or any other negligent or wrongful act by the Customer.

7.3 Indemnification Procedure

Where the Customer has an obligation to indemnify the SanctionIQ under the Agreement, the following procedure must apply: (i) upon obtaining knowledge of any claim or allegation that could give rise to the obligation to indemnify, SanctionIQ shall notify the Customer of any such claim or allegation promptly and in any case within fourteen (14) calendar days of receiving the claim, although failure to provide such notice will only relieve the Customer of its indemnification obligation to the extent that it prejudices its defence of the claim; (ii) the Customer has the sole right to control and direct the defence and/or settlement of any such claim, including without limitation the sole right to select and appoint legal counsel; (iii) the Customer shall make no admissions without the SanctionIQ's prior written consent; and (iv) the Customer shall not make or agree to any settlement without the SanctionIQ's consent.

8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 SanctionIQ warrants to the Customer during the Term that it shall use commercially reasonable efforts to provide the Service and it is agreed between the parties that the provision of the Service shall always be subject and conditional on the availability and use of Third Party Suppliers.

8.2 Except as expressly provided by this Agreement, SanctionIQ excludes to the fullest extent permitted by Applicable Law all Implied Terms. The Customer accepts responsibility for its selection of the Service and acknowledges that the Service is a standard commercial offering and not a bespoke or customised offering prepared to meet the Customer's individual requirements (even if SanctionIQ is aware of such requirements). Any delivery dates are estimates only and time is not of the essence.

8.3 Nothing in the Agreement shall in any way exclude or limit either Party's liability for (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, or (iii) liability for any other liability which by Applicable Law it is not possible to exclude or limit.

8.4 Subject to clauses 8.3 and 8.5, the total liability of SanctionIQ under or in connection with the Subscription Form for direct losses in contract, tort, misrepresentation, breach of statutory duty or otherwise shall be limited to the total Fees paid by the Customer to SanctionIQ under the Subscription Form in the 12-month period preceding any claim (or in the case of a claim in the first year following the Start Date, the total Fees paid in the first 12 months under the Subscription Form).

8.5 In no event will SanctionIQ be liable to the Customer in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to software or data which it contains during repair or upgrade whether or not the same are under warranty, the cost of purchasing elsewhere, depletion of goodwill or reputation or otherwise which arise out of or

in connection with the Agreement and whether or not foreseeable or made known to SanctionIQ.

- 8.6 Other Exclusions: SanctionIQ will have no liability for a Default arising out of or connected with: (i) use of the Service by the Customer other than as stated in this Agreement, (ii) the Customer's use of the Service in combination with any software or hardware or data that has not been supplied or authorised by SanctionIQ or its Third Party Suppliers or where, without such combination, the Default would not have arisen, or (iii) modifications to the Service by any Party other than SanctionIQ or its Third Party Suppliers where, without such modification, the Default would not have arisen; and/or (iv) the Customer's non-compliance with applicable instructions.

9. TERMINATION

9.1 Termination by Either Party

Without prejudice to any other available rights or remedies, either Party (Non-Defaulting Party) may terminate this Agreement with immediate effect upon written notice to the other Party (Defaulting Party) if: (i) the Defaulting Party is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days of the date of written notice by the Non-Defaulting Party; (ii) the Defaulting Party becomes the subject of insolvency proceedings or any other proceeding relating, or analogous to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) the Defaulting Party goes into administration or an analogous arrangement; or (iv) the Defaulting Party becomes unable to pay its debts as they fall due.

9.2 Termination by SanctionIQ

Without prejudice to any other rights available, SanctionIQ may terminate this Agreement with immediate effect upon written notice to the Customer.

9.3 Termination by Customer

The Customer may terminate this Agreement by accessing the Customer Portal and cancelling the Subscription Service.

Monthly Subscriptions

Should a Customer have subscribed on a monthly basis and that Customer cancels prior to the end of the monthly anniversary, the Agreement shall be terminated immediately. It should be noted that unused credits shall be lost on the cancellation or downgrading of a Subscription Service Package.

Annual Subscriptions

Should a Customer have subscribed on an annual basis and that Customer cancels prior to the end of the annual anniversary, the Customer shall have access to the Customer Portal up until the annual anniversary that the Customer subscribed for the Service.

9.4 Effect of Termination

On Termination: (i) all rights granted to the Customer in relation to the Service shall immediately cease, and (iii) the Parties shall have no further obligations or rights under the Agreement, without prejudice to any rights accrued prior to termination or expiry or any clauses that continue after termination or expiry of this Agreement including clauses 3 – 10.

10. GENERAL PROVISIONS

10.1 Notices

Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered to the other Party by electronic mail to a director or senior manager of the other Party. In the case of notices to SanctionIQ, they shall be sent to support@sanctioniq.io

10.2 Deemed Delivery

Any notice shall be deemed to have been duly received by electronic mail on the next Business Day following delivery by electronic mail.

10.3 Force Majeure

In the event of a Force Majeure Event either Party shall be excused from performing any of its obligations. If any delay as a result of Force Majeure Event continues for a period of three (3) months, the Party who had not declared a Force Majeure Event shall be entitled to terminate this Agreement immediately by written notice. Such termination shall not be deemed a material breach of this Agreement, and the Parties will reconcile all outstanding amounts within thirty (30) calendar days.

10.4 Assignment

SanctionIQ may assign, sub-contract or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the Customer. The Customer may not assign, sub-contract or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of SanctionIQ. This Agreement is binding on and benefits the Parties and their respective personal representatives, permitted successors and assigns.

10.5 Invalidity

If any provision or part provision of the Agreement is held to be unenforceable, the Parties shall renegotiate each such provision in good faith in order to reflect the original intent of the Parties. If the Parties cannot agree upon an enforceable replacement for such provision, then the offending provision or part provision shall be removed but the remainder of the Agreement shall remain enforceable.

10.6 No Waiver

No forbearance or delay by either Party in enforcing its rights shall prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of the Agreement shall be deemed to be a waiver of any other right or of any later breach.

10.7 Entire Agreement

The Agreement constitutes the Parties' entire agreement relating to its subject matter. Each Party acknowledges that in entering into the Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in the Agreement. The Agreement cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties.

10.8 Variation

SanctionIQ may update, modify or amend these T&Cs from time to time and any updates will apply from their date of publication. All pre-printed or standard terms of any purchase order or other business processing document shall have no effect.

10.9 Counterparts

The Agreement may be executed in counterparts, which taken together will form one agreement.

10.10 Governing Law and Jurisdiction

The Agreement is governed exclusively by Applicable Law. Any disputes, whether contractual or non-contractual, arising out of or in connection with the Agreement, are subject to the exclusive jurisdiction of the courts of the same jurisdiction.

10.11 Compliance with Applicable Laws and Policies

Each Party shall (i) comply with all Applicable Laws and regulations including but not limited to those involving export laws and regulations, anti-bribery and anti-corruption; and will pay applicable taxes; and (ii) comply with the Policies.

SCHEDULE 1
DATA PROTECTION

1. DEFINITIONS AND INTERPRETATION

The following definitions will apply in this Schedule [*]. All other capitalised terms shall have the meaning given to them in T&Cs:

"Anonymised Customer Data" means removal of Personal Data and any information reasonably likely to identify a company or other business entity; provided such revised data does not include and is not subject to any key, code, or other mechanism that could be used to restore such information.

"Controller", **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, and **"Processor"** shall all have the meanings given to them in the Data Protection Legislation; **"Data Protection Legislation"** means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement as provided for in Gibraltar;

"Restricted International Transfer" means a transfer of Personal Data: (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data from that country; (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export; and

"Standard Contractual Clauses" ("SCCs") means as applicable, the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council C/2021/3972 ("EU SCCs"). Completed SCCs can be found here [Standard Contractual Clauses](#).

2. GENERAL

- a. Each of SanctionIQ and Customer agree to comply with their respective obligations under Data Protection Legislation when processing Personal Data in connection with this Agreement.
- b. In processing the Personal Data when providing the Services, Customer shall be the Controller and SanctionIQ shall be the Processor of the Personal Data processed under this Agreement. The scope of the processing carried out by SanctionIQ in connection with the services under this Agreement is as set out in Annex 1 (Details of Processing). SanctionIQ shall process Personal Data for its own business purposes such as customer and account management, billing and accounting, and product-specific research and development and software development and improvement as an Independent Controller. For information about how we process data as an Independent Controller, please consult our Privacy Policy.
- c. SanctionIQ shall not have access to the searches made by the Customer in respect of the Service provided. SanctionIQ shall only retain personal details of the Authorised Users.

3. SANCTIONIQ OBLIGATIONS

- a. SanctionIQ shall, in relation to any Personal Data processed as a Processor on behalf of the Customer in connection with this Agreement:
 - i. only process the Personal Data in accordance with the Customer request for a Report, the Annex, and for the purposes of fulfilling its obligations and exercising its rights under this Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on SanctionIQ it shall notify the Customer unless prohibited by Applicable Law);

- ii. promptly notify the Customer if it receives a request from a Data Subject attempting to exercise their rights under Data Protection Legislation;
- iii. where necessary, provide reasonable assistance to the Customer to respond to requests from Data Subjects exercising their rights under Data Protection Legislation;
- iv. notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;
- v. provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, SanctionIQ reserves the right to apply a fee for providing assistance to the Customer to conduct a data protection impact assessment;
- vi. ensure that it has appropriate technical and organisational measures in place (available here) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data;
- vii. ensure that any employees or personnel engaged by SanctionIQ that may have access to Personal Data relating to this Agreement shall be subject to appropriate duties of confidentiality; and
- viii. notify the Customer without undue delay upon becoming aware of any Personal Data Breach in relation to the Personal Data processed in connection with this Agreement. SanctionIQ shall provide further information on reasonable request from the Customer as such details become available.

4. CUSTOMER OBLIGATIONS

a. The Customer is responsible for:

- i. ensuring that they have a lawful basis for processing Personal Data, including appropriate consent, where applicable, to the processing of any Personal Data by SanctionIQ;
- ii. confirming that the measures in clause 3.a.vi are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with SanctionIQ regarding enhanced security measures if necessary, as SanctionIQ may not be informed about the nature of the Personal Data or the harm that may arise from a Personal Data Breach affecting the Personal Data;
- iii. claims or complaints resulting from SanctionIQ's actions to the extent that such actions directly result from instructions received from the Customer;
- iv. implementing such multi-factor authentication measures as are notified to it by SanctionIQ (including as noted in relevant service documents and manuals); and
- v. ensuring that it has an appropriate lawful basis under Data Protection Legislation to share Personal Data with SanctionIQ in connection with the provision of the Services.

5. INTERNATIONAL TRANSFERS

- a. The Customer acknowledges and agrees that the processing of Personal Data in connection with the provision of Services by SanctionIQ as Processor may involve Restricted International Transfers of Personal Data. Where SanctionIQ carries out a Restricted International Transfer, it shall ensure that appropriate safeguards (for example SCCs) are in place as required by Data Protection Legislation. SanctionIQ shall also ensure that the Data Subject has enforceable rights and effective legal remedies.
- b. SanctionIQ uses sub-processors, including its Affiliates, which may result in temporary processing activities outside the United Kingdom and European Economic Area. We have no control where the sub-processors store or process the information contained in the Report.
- c. Transfers from Gibraltar. Where a Restricted International Transfer is made from the Gibraltar, the Relevant Data Legislation is deemed executed between Customer and SanctionIQ and the EU SCCs (as modified above) shall apply as amended by the Relevant Data Legislation.

6. RECORDS AND AUDIT

- a. SanctionIQ shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, SanctionIQ shall make available to the Customer information necessary to demonstrate SanctionIQ's compliance with this Schedule 5.

7. FEEDBACK

- a. Customer may provide feedback regarding any part of the Services, products, business or development plans, or technology roadmaps ("Feedback"). SanctionIQ may use anonymised and aggregated operational metrics, such as request volumes, error rates, processing times, feature usage and system performance data, to monitor, secure, improve and develop the Service. SanctionIQ will not use Customer search inputs, Report subject data or Report contents to train third-party AI models or develop unrelated AI systems, unless expressly agreed with the Customer in writing.

Annex 1 – Details of Processing

Description	Details
Subject matter of the processing	The services purchased by the Controller, as detailed in the Subscription Form: 1. Services
Duration of the processing	We shall hold your Customer Data (to include details of the Authorised Users) for the Term and for 1 year thereafter.
Nature and purposes of the processing	Nature of processing SanctionIQ provides an AI-assisted risk-screening and public-source intelligence service. The Customer submits limited identifying information about a person or entity, such as name, jurisdiction, country, date of birth or other relevant identifiers. SanctionIQ uses automated systems, artificial intelligence tools, retrieval and collation processes, and third-party infrastructure to search, retrieve, analyse, structure and summarise information from publicly available sources and selected public registers, sanctions lists, PEP sources, company registries, adverse media sources, regulatory notices, legal sources and other open-source materials. The information retrieved may include Personal Data relating to the subject of the search and, where relevant, associated individuals such as directors, beneficial owners, officers, family members, associates or connected parties. The processing may include collection, retrieval, consultation, analysis, comparison, extraction, structuring, summarisation, formatting, transmission and deletion of such data for the purpose of generating and delivering a Report to the Customer. Purposes of processing The purpose of the processing is to provide the Customer with an automated risk-screening report to support the Customer's own due diligence, AML/KYC, sanctions screening, PEP screening, adverse media review, counterparty assessment, fraud prevention, regulatory compliance, legal obligation, legitimate interest or other lawful business review processes. SanctionIQ does not make onboarding, compliance, legal, regulatory or financial decisions on behalf of the Customer. The Customer remains responsible for reviewing, verifying and deciding how to use the Report.
Type of Personal Data	Names, aliases, dates of birth, nationality, country of residence, professional or business roles, directorships, beneficial ownership information, company affiliations, public register entries, sanctions or watchlist

	references, PEP-related information, adverse media references, litigation or regulatory references, publicly available financial or business information, source URLs and other information made publicly available or otherwise lawfully accessible from open-source materials. Depending on the content of public sources, Reports may incidentally include special category data or criminal offence-related data where such information appears in publicly available adverse media, sanctions, court, regulatory or official sources and is relevant to the Customer's requested screening purpose.
Categories of Data Subject	A client and or potential clients of the Customer.
Duration of processing	SanctionIQ shall not retain any information of the searches conducted by the Customer. Details of the search shall only be stored in session or until such time that the report is delivered.

SCHEDULE 2 PRIVACY NOTICE

This privacy notice tells you what to expect us to do with your personal information.

Contact details
Email
[*]

What information we collect, use, and why

SanctionIQ retains Customer account data, billing data, Authorised User details and operational metadata for the Term and for up to one year thereafter, unless a longer period is required by law. SanctionIQ does not intentionally retain Report subject data, Customer search inputs or Report content after delivery of the Report, save for temporary processing in transient queues, volatile memory, error logs or support diagnostics strictly necessary to provide, troubleshoot or secure the Service.

We collect or use the following information to provide services and goods, including delivery:

- Names and contact details
- Account information

We collect or use the following information for the operation of customer accounts and guarantees:

- Names and contact details
- Account information, including registration details

We collect or use the following information for service updates or marketing purposes:

- Names and contact details

Lawful bases and data protection rights

Under Gibraltar data protection law, we must have a “lawful basis” for collecting and using your personal information. There is a list of possible lawful bases in Gibraltar’s Data Protection Act. You can find out more about lawful bases on the GRA’s website.

Which lawful basis we rely on may affect your data protection rights which are set out in brief below. You can find out more about your data protection rights and the exemptions which may apply on the GRA’s website:

- **Your right of access** - You have the right to ask us for copies of your personal information. You can request other information such as details about where we get personal information from and who we share personal information with. There are some exemptions which means you may not receive all the information you ask for.
- **Your right to rectification** - You have the right to ask us to correct or delete personal information you think is inaccurate or incomplete.
- **Your right to erasure** - You have the right to ask us to delete your personal information.
- **Your right to restriction of processing** - You have the right to ask us to limit how we can use your personal information.
- **Your right to object to processing** - You have the right to object to the processing of your personal data.
- **Your right to data portability** - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you.
- **Your right to withdraw consent** – When we use consent as our lawful basis you have the right to withdraw your consent at any time.

If you make a request, we must respond to you without undue delay and in any event within one month. To make a data protection rights request, please contact us using the contact details at the top of this privacy notice.

Our lawful bases for the collection and use of your data

Our lawful bases for collecting or using personal information to provide services and goods are:

Contract – we have to collect or use the information so we can enter into or carry out a contract with you. All of your data protection rights may apply except the right to object.

Our lawful bases for collecting or using personal information for the operation of customer accounts and guarantees are:

Contract – we have to collect or use the information so we can enter into or carry out a contract with you. All of your data protection rights may apply except the right to object.
Our lawful bases for collecting or using personal information for service updates or marketing purposes are:

Contract – we have to collect or use the information so we can enter into or carry out a contract with you. All of your data protection rights may apply except the right to object.

Where we get personal information from

Directly from you

How long we keep information

Your information is only stored whilst it is required for the relevant purposes, or to meet legal requirements. Typically, your information will be deleted within 1 month from termination of the contract.

Where your information is no longer required, we will ensure it is disposed of or deleted in a secure manner. In certain circumstances we will anonymise the data to the extent that we will continue to process data in a format which makes identifying you impossible. In these instances, every effort is made to ensure proper and correct processes are in place to carry this out effectively.

Who we share information with

Others we share personal information with

- Suppliers and service providers

How to complain

If you have any concerns about our use of your personal information, you can make a data protection complaint to us:

Email: [*]

If you remain unhappy with how we've used your data after raising a complaint with us, you can also complain to the GRA.

The GRA's address:

Information Commissioner's Office
Gibraltar Regulatory Authority,
2nd floor, Eurotowers 4,
1 Europort Road,
Gibraltar.
Helpline number: +35020074636
Website: <https://www.gra.gi/data-protection>

SCHEDULE 3 COOKIE POLICY

This Cookie Policy explains how SanctionIQ (“we”, “us”, or “our”) uses cookies and similar technologies on our website at www.sanctioniq.io

1. What Are Cookies?

Cookies are small text files placed on your device (computer, tablet, or mobile device) when you visit a website. They allow the website to recognize your device and help provide essential functionality.

2. How We Use Cookies

We only use session cookies on our website.

Session cookies are temporary cookies that are stored on your device only while you are actively browsing our website. They are automatically deleted when you close your browser.

We use session cookies only for essential purposes, such as:

- Maintaining your session while you use our website
- Keeping you logged in where applicable
- Supporting website functionality and security
- Enabling requests and interactions between your browser and our services

We do not use cookies to:

- Track your activity across websites
- Build user profiles
- Deliver advertising
- Perform marketing analytics
- Store information after you close your browser

3. Types of Cookies We Use

Cookie Type	Purpose	Duration
Essential session cookies	Required for website operation, security, and session management	Until you close your browser

4. Third-Party Cookies

We do not use third-party cookies on our website.

Third-party services that place cookies or track users are not used unless this policy is updated and appropriate notice is provided.

5. Managing Cookies

Most web browsers automatically accept cookies. You can change your browser settings to block or delete cookies at any time.

Please note that disabling session cookies may affect the functionality of certain parts of our website.

For information on managing cookies, refer to your browser’s help documentation.

6. Changes to This Cookie Policy

We may update this Cookie Policy from time to time to reflect changes to our website, technology, or legal requirements.

7. Contact Us

If you have any questions about this Cookie Policy, please contact us:

SanctionIQ Limited

Email: [Email Address]

SCHEDULE 4 AI TERMS

These terms ("AI Terms") apply to artificial intelligence features and technologies provided with SanctionIQ. These AI Terms are incorporated into the SanctionIQ T&Cs by reference ("Agreement"). All capitalised terms not defined in these AI Terms have the meanings given in the Agreement.

1. DEFINITIONS

"AI Customer Input" means any data, materials, or content provided by Customer for processing by AI Features.

"AI Customer Output" means any data, materials, or content generated by AI Features in response to AI Customer Input.

"AI Feature" means any component of the Service that employs AI Technology, including but not limited to Generative AI, Retrieval-Augmented Generation/RAG, AI Agents or Agentic AI.

"AI Technology" includes all machine learning and artificial intelligence models, tools and software implementations used within AI Features.

"Customer Data" includes all AI Customer Inputs, AI Customer Outputs, usage data, aggregated statistics, and any other data provided by Customer.

"Sub-Processors" means any SanctionIQ sub-processor that processes any data in connection with the AI Features, as listed on SanctionIQ's website and available here.

2. RESTRICTIONS ON USE OF AI FEATURES

- a. Customer will use AI Technology responsibly, safely, and in a legally compliant manner. Without limiting any restrictions on use of the Service in the Agreement, Customer and its Authorised Users shall not and shall not permit anyone else to:
 - i. use the AI Features or any AI Customer Output to infringe any Third-Party rights, including intellectual property rights or privacy rights;
 - ii. use the AI Features or any AI Customer Output except in compliance with applicable laws and in compliance with the Agreement, including these AI Terms;
 - iii. use the AI Features or any AI Customer Output to develop, train or improve any AI or ML models (separate from authorised use of the Service under the Agreement), including to develop, train or improve a similar or competing product or service;
 - iv. use web scraping, web harvesting, or web data extraction methods to extract data from AI Technology or AI Customer Output.
 - v. use the AI Features or any AI Customer Output to discover any underlying components of the models, algorithms, and systems, or otherwise attempt to reverse engineer or duplicate the AI Features, including by exfiltrating the weights of models;
 - vi. represent any AI Customer Output as being approved or vetted by SanctionIQ;
 - vii. represent any AI Customer Output as being an original work or wholly human-generated work;
 - viii. use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws;
 - ix. use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical; or

- x. attempt to access or use any AI endpoints, including but not limited to, direct API calls, unauthorised integrations, or any other means of accessing the AI Features, except as prescribed by SanctionIQ.
 - b. Customer will not circumvent, or bypass protective measures made available by SanctionIQ or a Third-Party, including, but not limited to, those intended to help prevent copyright infringement, data breaches, or security incidents.
- 3. CUSTOMERS OBLIGATIONS
 - a. Customer is responsible for any AI Customer Inputs that Customer or Authorised Users upload or submit to the AI Features, including any text, images, or other content.
 - b. Customer is responsible for its receipt, review and use of any AI Customer Outputs, including any responses, suggestions, formula, or any other content generated by the AI Features based on AI Customer Input. Customer will assess any AI Customer Output (including by code scanning, security scanning, human review, and human oversight and correction) before using or relying on the AI Customer Output for any purpose.
 - c. Customer acknowledges that AI Technology consists of emerging technologies, and, given the nature of such technologies, their use may result in incorrect, biased, unfair, or inaccurate AI Customer Output and/or AI Customer Output that may be unreal or untruthful in relation to certain sources.
 - d. Given the clauses 3.a – 3.c above, Customer is responsible for determining whether the following are required: (i) implementation of human oversight of any AI Customer Output; (ii) meaningful human control over decisions informed by AI Technology; and (iii) evaluating AI Customer Output for accuracy, harm, and appropriateness for the specific use case. For more information, please refer to the Acceptable Use Policy.
- 4. INTELLECTUAL PROPERTY
 - a. AI Customer Inputs. Except for SanctionIQ's express rights in the Agreement, as between the Parties, Customer retains all intellectual property and other rights in AI Customer Inputs
 - b. AI Customer Outputs. Customer acknowledges and agrees that (i) AI Customer Output will not qualify for intellectual property protection as it is not created solely and independently by the Customer; (ii) similar or the same AI Customer Output may be produced by AI Technology to similar requests from different customers and SanctionIQ provides no guarantee of uniqueness or exclusivity, (iii) Customers have a nonexclusive, non-transferable right to use AI Customers Outputs for their internal business purposes, subject to the Agreement and (iv) Customer's rights to AI Customer Output may not be enforceable against other users of AI Technology. Customer's ownership in AI Customer Output is subject to SanctionIQ's and/or its licensor's ownership rights in the Service, SanctionIQ Materials, and data used to train AI Technology ("PreExisting Materials"). Customer is granted a right to use, and only will use, Pre-Existing Materials in Output to the same extent as Customer is permitted to use the Service. SanctionIQ's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technology, but not to the AI Customer Output.
 - c. AI Features and AI Technology. As between Customer and SanctionIQ, SanctionIQ retains all ownership in and to the AI Features and AI Technology, including but not limited to all algorithms or models and aggregated results of developing the AI Features and AI Technology.
- 5. AI FEATURES DEVELOPMENT AND IMPROVEMENT
 - a. SanctionIQ does not commit to the use of specific AI models even if Customer may be able to choose between different AI models when using the Services. SanctionIQ reserves the right to modify, enhance, replace, or discontinue any AI Features or AI models at its sole discretion, without obligation to notify or obtain consent from the

Customer, provided that such changes do not materially degrade the core functionality of the Service.

6. MONITORING

- a. Customer acknowledges and agrees that SanctionIQ have the right to monitor and analyse Customer's use of AI Features to detect security risks, policy violations, or unlawful activities.
- b. SanctionIQ reserves the right to update security measures to respond to evolving threats and improve overall security posture, provided that such updates do not materially reduce the level of protection afforded to Customer Data.

7. INFRINGEMENT BY AI CUSTOMER OUTPUTS

AI Customer Outputs are provided "as-is" without warranty or guarantee of accuracy, legality, originality, or fitness for a particular purpose. Customer acknowledges that it is solely responsible for independently reviewing, verifying, and validating any AI Customer Outputs before use or reliance, including for compliance with applicable laws, internal policies, and risk assessments. To the fullest extent permitted by law, SanctionIQ shall not be liable for any loss, claim, damage, or liability arising from or related to Customer's reliance on AI Customer Outputs, including but not limited to intellectual property claims, data inaccuracies, or business disruptions.

8. RISKS AND LIMITATIONS

- a. By using SanctionIQ's AI Technology, Customer acknowledges that:
 - i. Artificial intelligence and machine learning technologies have known and unknown risks and limitations;
 - ii. AI-related laws, regulations, and industry standards continue to evolve, and Customer is solely responsible for ensuring its use of AI Features complies with all applicable legal, regulatory, and ethical requirements relevant to its industry, jurisdiction, and use case;
 - iii. it is solely responsible for developing its own internal policies regarding the appropriate use of these technologies and training the Authorised Users.
 - iv. SanctionIQ is not responsible for any inaccuracies, incompleteness, or errors in AI Customer Output;
 - v. SanctionIQ is not responsible for any biases or limitations of the underlying algorithms or data; and
 - vi. SanctionIQ is not responsible for any AI Customer Output that you may find harmful, offensive, or otherwise unsuitable for its intended use.
- b. If Customers encounter any AI Customer Output that is harmful, offensive, or not appropriate, Customers should raise a support ticket in order for SanctionIQ to iterate and improve the AI Features.

9. DISCLAIMER.

AI CUSTOMER OUTPUTS ARE GENERATED THROUGH MACHINE LEARNING PROCESSES AND ARE NOT TESTED, VERIFIED, ENDORSED OR GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT BY SANCTIONIQ.

CUSTOMER AND ITS AUTHORISED USERS SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE AGREEMENT FOR THE SERVICE APPLY TO ALL SANCTIONIQ AI FEATURES.

10. THIRD-PARTY SUPPLIERS

Customer agrees to abide by any Third-Party terms and conditions relating to the AI Features.

11. SANCTIONIQ RIGHT TO TERMINATE, SUSPEND OR LIMIT

ACCESS/USE

SanctionIQ may terminate, suspend or otherwise limit Customer's and/or Authorised Users' access to or use of the AI Features without liability if SanctionIQ has reason to believe that Customer's and/or Authorised Users' use of the AI Features violates any of these AI Terms, including but not limited to, any restrictions set forth at clause 2 above.

12. SURVIVAL

In addition to those sections noted in the Agreement, the sections in these AI Terms titled "Restrictions on Use of AI Features" "Customer Obligations", "AI Features Development and Improvement," "Intellectual Property", "Infringement by AI Customer Outputs" and "Disclaimer," will survive any termination or expiration of these AI Terms or the Agreement.

13. ORDER OF PRECEDENCE

The terms and conditions set out in these AI Terms exclusively govern and control the respective rights and obligations of the Parties regarding AI Features. In the event of any conflict or inconsistency between the provisions of the Agreement and these AI Terms, these AI Terms shall prevail.