
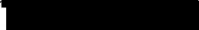


**LexisNexis® Risk Solutions**

**SCHEDULE A  
Bankers Almanac KYC  
(Online)**

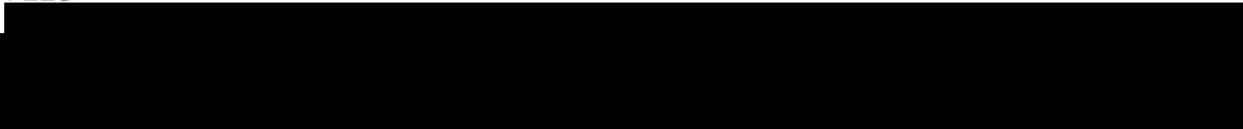
Customer Name: **Ceska Narodni Banka**  
Billgroup #:   
LN Account Manager: 

This Schedule A sets forth additional or amended terms and conditions for the use of the Bankers Almanac KYC services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.


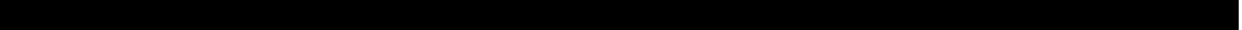
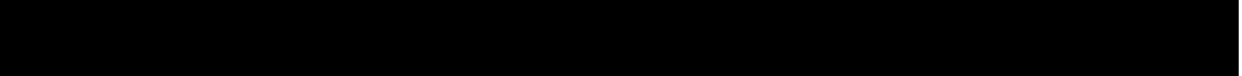
**1. SCHEDULE A TERM**

The term of this Schedule A will be 36 months beginning December 11, 2024 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. FEES**

2.1 

Price Schedule			
Module	Number of Users	Price per User	Annual Fee
			£21,311.29

2.2   
2.3   
2.4 

**3. RESTRICTIONS**

Customer hereby agrees: (1) not to share login information with any third party; and (2) not to share login User IDs between Customer employees or other authorized users of the LN Services.

**4. ADDITIONAL TERMS**

Usage of the LN Services herein is subject to the following additional terms, which are hereby incorporated into the Agreement as if written in full therein: <https://risk.lexisnexis.com/-/media/files/terms/bankers-almanac>

**5. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **November 15, 2024**.

**6. CLOUD SERVICES**

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

**7. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

**AGREED TO AND ACCEPTED BY: Ceska Narodni Banka**

Signed: \_\_\_\_\_

Name: Jan Schmidt Zdenek Vrius

Job Title: Executive Director Executive Director

Date: 17-10-2024

ČESKÁ NÁRODNÍ BANKA  
Na Příkopě 28, 115 03 Praha 1  
48

**AGREED TO AND ACCEPTED BY: LexisNexis Risk Solutions (Europe) Limited**

Signed: \_\_\_\_\_

Name: Aishling Meyler

Title: AVP Technology

Date: November 11, 2024

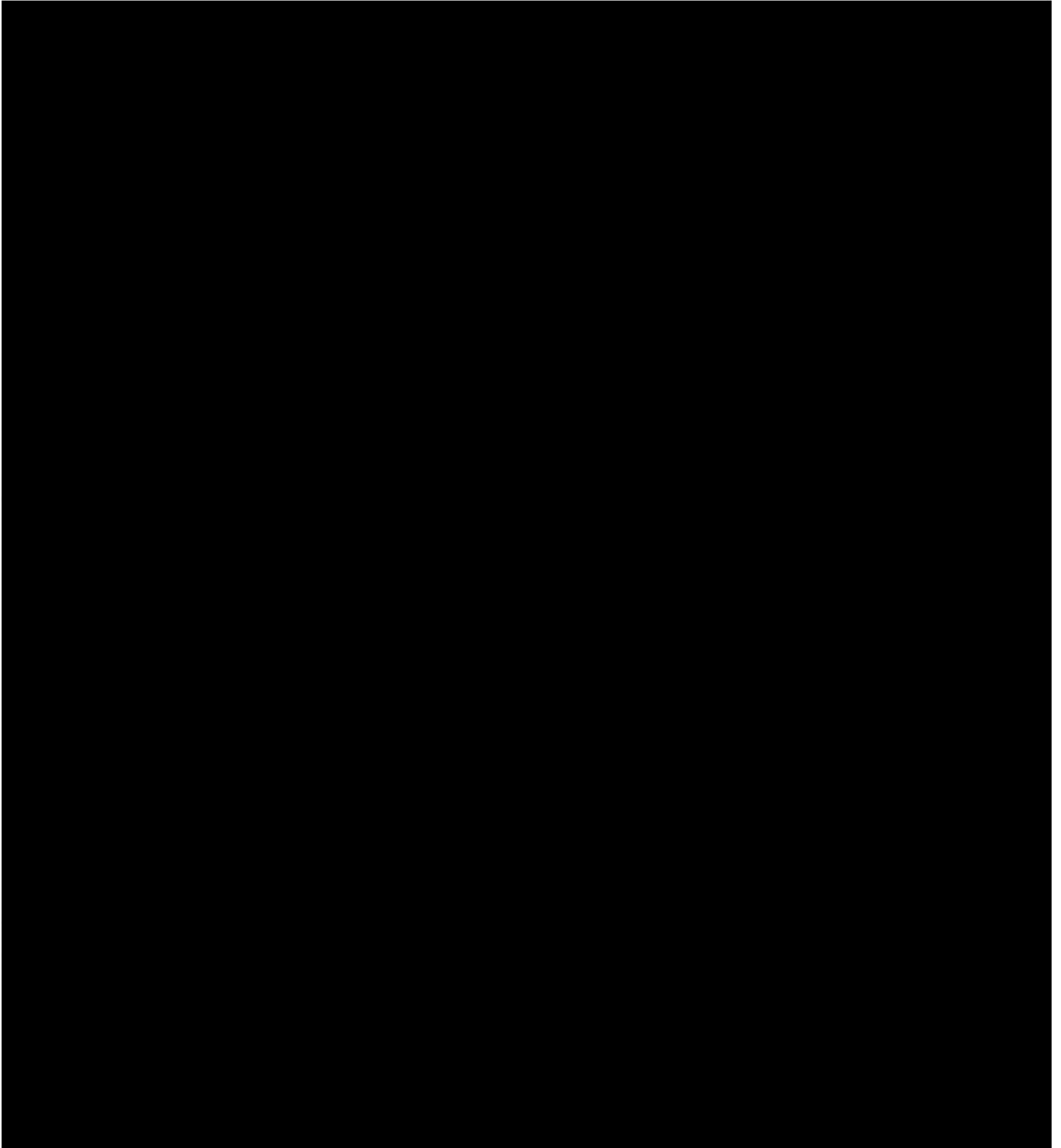
Initial  
SE

**REVIEWED**

By Floris NGUEMA NGOYE at 10:40 am, Nov 08, 2024

**LEXISNEXIS RISK SOLUTIONS FL INC.  
INTERNATIONAL AGREEMENT**

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "**LN**") provide various products and services, (including the data therein, the "**LN Services**"). The information in Sections I through VIII below (the "**Information**") of this Agreement will be used to determine the Customer's eligibility for accessing the LN Services. "**Affiliates**" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.



**Section V – Business-to-Business Vendor Reference - REQUIRED**

Company Name:	Contact:
Business Address (street, city, country, postal code):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

**Section VI – Security Certification**

Customer certifies that to the best of its knowledge, Customer has not, been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

**Section VII – Terms & Conditions**

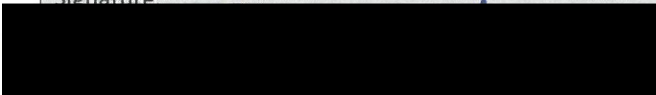
The attached international terms and conditions ("**Terms and Conditions**") governing the use of the LN Services are incorporated in this Agreement by reference as if fully stated herein. By signing below, Customer expressly certifies it has read the Terms and Conditions and agrees to be bound by same.

**Section VIII – Site Visits**

Site visits may be required to assure Customer’s eligibility for certain LN products and services, as communicated by LN to Customer from time to time. Customer authorizes a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact’s information (Name, Phone Number, Email Address):

**Authorization & Acceptance**

The Information, the Terms and Conditions, the Schedule(s) A, exhibits, and all other documents incorporated herein or subsequently incorporated by reference, form the agreement between the parties (the "**Agreement**"). Customer represents and warrants that the Information is true and correct and hereby grants LN permission to verify such Information. Further, Customer shall notify LN immediately of any changes to the Information. **I HEREBY CERTIFY** that I am authorized to execute this Agreement on behalf of the Customer and that I have direct knowledge of the facts stated above. This Agreement can be signed digitally. Digital signatures will be deemed valid and enforceable.

Signature:	Date Signed:
	17-10-2024
Name:	Title:
Jan Schmidt                      Zdenek Virius	Executive Director

Unless Customer is publicly traded, Customer shall attach a copy of the current business formation or registration document from the appropriate jurisdiction.

**LEXISNEXIS RISK SOLUTIONS FL INC.  
INTERNATIONAL TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in one or more Schedule(s) A to this Agreement to Customer, subject to the Terms and Conditions herein.
2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services during the Term (as defined in Section 8), subject to the restrictions and limitations set forth below:
  - (i) **Generally.** Customer represents and warrants that Customer's use of the LN Services are solely for Customer's legitimate internal business purposes and as otherwise governed by the Agreement. Customer shall not, without LN's express written consent, use the LN Services (a) for marketing purposes; (b) to resell or broker the LN Services; (c) for personal (non-business) purposes; (d) to provide data processing services to third-parties; (e) to evaluate data for third-parties; (f) to compare the LN Services against a third party's data processing services; or (g) to create a competing product. Customer shall not access the LN Services from internet protocol addresses located outside of the countries set forth in the Information without LN's consent. Customer shall comply with all applicable laws, regulations and rules, treaties and other legal requirements including privacy and data protection laws which govern the use of the LN Services ("**Laws**"). Customer shall not, and shall not permit any representative or third party to: (a) copy all or any portion of any LN Services or LN Services Data; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) the LN Services, the LN Services Data or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the LN Services, the LN Services Data or any portion thereof; (c) modify, translate, or otherwise create any derivative works based upon the LN Services, LN Services Data or portions thereof; or (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the LN Services or LN Services Data, in whole or in part, to any third party. The "**LN Services Data**" shall include the following: (i) any technology embodied or implemented in the LN Services; (ii) any computer code provided by LN or its affiliates for deployment in Customer's websites, computer networks or mobile applications; (iii) any hosting environment made accessible by LN to Customer for purposes of obtaining the LN Services; (iv) any suggestions, ideas, enhancement requests, or feedback related to the LN Services; (v) copies of user device data, Internet Protocol (IP) addresses, machine learning data and other information arising from transactions; (vi) copies of personal information including email addresses and other personal data provided by Customer or persistent in the LN network, (vii) device reports, transaction information and histories; (viii) statistical data, environmental data, metadata and performance data generated by or derived from the LN Services; and (ix) any corollaries, associations, and conclusions provided by Customer to LN or derived by LN or its Affiliates pertaining to or arising out of any of the foregoing.
  - (ii) **Personal Information.** Subject to the additional terms in Section 24 (Data Privacy), Customer represents and warrants that (a) it is permitted to collect, process, and use the information that it obtains from the LN Services, and will not collect process or use such information for any purposes not permitted under applicable Laws; (b) to the extent required under applicable Laws, prior to collection, processing, disclosure or use of an individual's personal information in connection with Customer's use of the LN Services, Customer will provide appropriate notice to, and obtain the unambiguous consent of, such individual to (1) such collection, processing, disclosure and use; and (2) as applicable, the transfer of such information to and by LN and LN's third party service providers in any jurisdiction; (c) without limiting the other restrictions set forth in this Agreement, customer shall use the LN Services only for lawful purposes of identity verification, fraud prevention or enforcement of Laws designed to prevent money laundering and/or the funding of terrorism; and (d) Customer will not use the LN Services in the U.S.
  - (iii) **Copyrighted and Trademarked Materials.** Customer shall not remove, obscure, remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the LN Services or documentation therein.
  - (iv) **Additional Terms.** Certain LN Services and information contained within or accessed through the LN Services are subject to additional obligations and restrictions; such terms and conditions will be set forth in addenda or exhibits to this Agreement or in addendums or exhibits to a Schedule A (as defined below) and thereby incorporated by reference. In the event of a direct conflict between this Agreement, and the terms set forth in an exhibit or addendum to this Agreement, the order of precedence shall be this Agreement, exhibits to this Agreement, and then addenda to this Agreement, unless any term of an exhibit or addendum to this Agreement expressly states otherwise.
  - (v) **Eligibility Determinations Prohibited.** Customer certifies that it will not use the information it receives through the LN Services as a factor to determine an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) apartment rental, check-cashing, or the opening of a deposit or transaction account.
  - (vi) **Sanctions Laws.** Customer represents and warrants it is neither identified on, nor shall it provide access to the LN Services to any individuals or entities identified on, (1) OFAC's list of Specially Designated Nationals ("**SDN List**"), (2) the UK's HM Treasury's Consolidated List of Sanctions Targets, (3) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (1) through (4).

(vii) **Use of LN Services in Brazil.** In the event Customer uses LN Services in Brazil, Customer understands and agrees that the LN Services provided pursuant to this Agreement do not constitute Financial Data. Customer shall not use the LN Services: (a) with Financial Data, (b) with data/information that is employed together with Financial Data or (c) with data/information that has a competing value, maturity dates, payments to mature, previous maturity dates and dates of payments made, outstanding amounts on previous maturity dates and amounts of payments made, payment history, credit limits, minimum payments etc.) relating to payments of credits granted by financial and payment institutions; and/or (ii) other consumer behavior and history data (e.g. checking account statements, credit card statements, data regarding other payments etc.), as well as asset data (e.g. investments, guarantees, billing, income etc.), captured by (but not necessarily related to credits of) financial and payment institutions in any of the foregoing cases, whether the data holder is an individual or a legal entity. For clarification purposes, Financial Data includes positive and negative credit data to the extent included in the foregoing.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt except to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; and (k) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance & Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexisrisk.com](mailto:security.investigations@lexisnexisrisk.com)) and by phone (+1-937-865-6800 ext. 52534), if a User ID or the LN Services made available by LN to Customer (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or for any purpose contrary to the terms and conditions herein. Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to such unauthorized or impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers or other identification numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized access or use of such personally identifiable information (a "**Security Event**"), Customer shall, in compliance with Laws, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify LN and any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that it shall not reference LN or the product through which the data was provided without LN's express written consent. Customer shall be solely responsible for any claims and other legal or regulatory obligations which may arise under applicable Laws in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. If LN determines or suspects that the continued provision of LN Services could entail a security risk or violate Laws and/or provision(s) of this Agreement, LN may take appropriate immediate action, which may include, without limitation, suspension or termination of the LN Services.

4. **CONFIDENTIALITY.** Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority ("**Order**"), provided that the Receiving Party shall give the Disclosing party prompt written notice of such Order so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to an Order shall otherwise remain subject to the

terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for so long as such information continues to constitute Confidential Information.

5. **INTELLECTUAL PROPERTY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (including its affiliated entities and third party data providers as applicable) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related Laws in and to the LN Services. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Notwithstanding anything in this Agreement to the contrary, LN shall own the LN Services Data. LN or its Affiliates (and their licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the LN Services and the LN Services Data.

6. **PRICING SCHEDULES.** Subject to the terms of separate pricing schedule(s) or statements of work for specific LN Services (each, a "**Schedule(s) A**"), applicable addenda and the terms herein, LN agrees to provide the LN Services described in such Schedule(s) A to Customer. Unless otherwise provided for in a particular Schedule A, the fees listed on one or more Schedule(s) A may be updated by notice to Customer. All Schedule(s) A, including any addenda or exhibits thereto, are deemed incorporated herein by reference. Payment of all fees and other amounts payable under this Agreement shall be made in United States Dollars unless a Schedule A expressly states otherwise.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs whether or not such user IDs are actually used. Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within twenty (20) days of the invoice date. Any balance not timely paid may result in the suspension of the LN Services and will accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted under applicable Laws, whichever is lower. Customer's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim. If Customer's account is placed for collection with a third-party collection agency, Customer agrees to pay a collections fee in the amount of twenty five percent (25%) of the amount placed for collection. All Customer payments shall be made in the United States, to the bank account designated by LN in the corresponding invoice or electronic funds transfer instructions. Customer shall not require LN to enter into a third-party relationship with a payment processor to obtain payment for LN Services provided to Customer. LN may utilize its affiliate, LexisNexis Risk Holdings Inc. (or another Affiliate identified in the applicable invoice), as its agent to receive and process Customer's payment.

8. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing LN Services to Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services to Customer.

9. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without effect to conflicts of law principles. Any actions brought pursuant to this Agreement shall be brought exclusively within the jurisdiction of the courts of Miami-Dade County, Florida.

11. **LANGUAGE.** The controlling language of this Agreement is English.

12. **ASSIGNMENT.** This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of LN. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** Due to the nature of public record information, the data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed incorrectly and is not warranted to be free from defects. Customer understands that LN is not the source of the data in the LN Services, and that the LN Services are not a comprehensive compilation of the data. Customer acknowledges that the scores, analysis and other insights supplied as part of the LN Services are not intended to be used as the sole basis for any decision affecting a data subject and that Customer, not LN, is responsible for any and all decisions or actions made by Customer. Before relying on any data provided in the LN Services, it should be independently verified by Customer. LN (FOR PURPOSES OF INDEMNIFICATION BY CUSTOMER, WARRANTIES, DISCLAIMERS, AND LIMITATIONS ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS THIRD PARTY PROVIDERS ARE COLLECTIVELY REFERRED TO AS "**LN**") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES, WHICH ARE PROVIDED "AS IS" AND ARE SUBJECT TO CHANGE. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES.

14. **LIMITATION OF LIABILITY.** Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the fees paid by Customer to LN for the applicable LN Services

under the Agreement during the twelve (12) month period preceding the date on which the related loss or injury occurred or began to occur. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUCH PARTY ARISING FROM DELIVERY, RECEIPT OR USE OF DATA IN THE LN SERVICES OR THE UNAVAILABILITY THEREOF. DAMAGES ARISING UNDER THE INDEMNIFICATION PROVISION HEREUNDER SHALL BE CONSIDERED DIRECT DAMAGES.

#### 15. **INDEMNIFICATION.**

(i) **Indemnification by LN.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (1) Customer must promptly give written notice of any claim to LN; and (2) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (3) LN has the right to control the defense or settlement of the claim. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from: (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may at its option: (1) procure for Customer the right to continue using the LN Services; (2) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (3) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to intellectual property infringement claims or actions.

(ii) **Indemnification by Customer.** Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim related to (a) use of data contained in the LN Services; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to: Confidentiality; release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** In order to ensure compliance with the Laws, LN's contractual obligations with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services. Upon reasonable notice, LN may audit Customer's records, processes and procedures related to Customer's use of the LN Services and the storage and disposal of data received therefrom. Customer agrees to cooperate fully with any and all such audits and to respond to any related audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to applicable regulatory agencies.

18. **EMPLOYEE TRAINING.** Prior to allowing access to the LN Services, Customer shall train employees on Customer's obligations under this Agreement (and keep records of such training) ("**Training**"). Customer shall conduct such Training at least once per year.

19. **ATTORNEYS' FEES.** The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

20. **TAXES.** The fees for the LN Services are exclusive of any applicable duties, tariffs, use or other taxes which shall be charged to Customer's account. Amounts payable under this Agreement shall be paid free and clear of all deductions and withholdings, unless the deduction or withholding is required by applicable Laws. If the Customer is required by applicable Law to make a deduction or withholding, the Customer shall, within thirty (30) days of making the deduction or withholding, provide LN with appropriate governmental certificates or other evidence supporting such deduction or withholding, including but not limited to a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.

21. **CUSTOMER INFORMATION.** Customer shall notify LN immediately of any changes to the Information provided in this Agreement or any LN Services related certifications. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

22. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.



23. **NOTICE.** Notices to Customer will be provided via written communication, which may include e-mail notifications. All e-mail notifications to Customer shall be sent to the individual named in the Customer Administrator Contact Information section. Notices to LN shall be sent to Customer's account manager with a copy to: LexisNexis Risk Solutions FL Inc., 777 Yamato Road, Suite 200, Boca Raton, FL 33431, USA, Attention: Legal Department.

24. **PERSONAL DATA PROTECTION AND ANALYTICS.**

(i) With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" (the "**Principles**", available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>), as updated from time to time, recognizing the importance of appropriate privacy protections for consumer data. Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices.

(ii) To the extent that LN or Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum at <https://risk.lexisnexis.com/group/dpa> will apply, except to the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis Risk Solutions Group Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> will apply.

(iii) Customer acknowledges and agrees that the LN may (i) compile statistical and other information related to the performance, operation and use of the LN Services and use data in encrypted, hashed and/or aggregated form for security and operations management and for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify Customer; and (ii) process all search inquiry data for any purpose consistent with applicable laws, including for its regulatory compliance purposes and to monitor and improve its products and services.

25. **PUBLICITY.** Neither party hereunder will, without the written authorization of the other party, refer to Customer's use of the LN Services or to this Agreement in any press releases, advertisements, promotional or marketing materials.

26. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

27. **ENTIRE AGREEMENT.** This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in the Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN.

28. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

