

## Annex 2

# Legal Information and General Provisions to the Agreement

### KYC Spider Services

As technical support, KYC Spider offers an online platform with which compliance-relevant, daily updated information about persons, companies and organizations is made available to the customer. The online platform and the [KYC Records](#) are based on Swiss law and are tailored to the requirements of FINMA and the VQF self-regulatory organisation.

Customers can check and verify entities using the tools mentioned in the service catalog. Together with KYC Spider's risk categorization proposal, risk management can be easily implemented.

The checks are based on a match profile attached to this agreement. The match profile contains all the relevant default settings for the scope of the KYC checks and KYC records. The attached document is a proposal which can be adapted to the needs of the customer. The document must be confirmed and signed.

KYC Spider's computers are located in a high-security data center in Zurich; the data does not leave the national border.

Highest data security: Secure encryption (e-banking standard)

### Legal information

#### Service

KYC Spider is not a financial intermediary and is not subject to the requirements of the MLA. KYC Spider has developed an online information and documentation platform to assist financial intermediaries in fulfilling their due diligence obligations under the Swiss Money Laundering Act. KYC Spider is a technical service provider.

KYC Spider provides compliance process support within the framework of platform-based delivery of compliance-relevant information and documentation, KYC Spider does not provide legal, regulatory, economic, financial, tax, organizational, technical or other advice.

#### Agreement term and termination

The contract duration is usually **12 months** unless supplementary or deviating provisions have been defined in this contract. Unless otherwise specified in the additional or deviating clauses, the Agreement shall be automatically renewed for a period of 12 months, or the same term, unless

the Agreement is terminated in writing by either party three months prior to the end of the term at the latest.

### **Involvement of third parties**

KYC may call in third parties ("subcontractors") at home and abroad to provide the service.

The rights and obligations existing between the contracting parties arising from this agreement shall not apply to any third parties involved in the fulfilment of compliance obligations in addition to the contracting parties.

## **General provisions**

### **Liability KYC Spider AG**

You are responsible for the legal use of your passwords. KYC Spider AG is not liable for the unauthorized use of passwords.

KYC Spider undertakes to perform its contractual obligations to the best of its knowledge and belief and in good faith and to exercise the care expected of a technical contractor. In particular, KYC Spider shall take all reasonable measures to ensure the technical functionality of the online platform.

Although KYC Spider makes reasonable efforts to obtain reliable information from third parties and from public and other data sources, KYC Spider makes no warranties or representations about the accuracy or completeness of the information obtained and collected from such data sources, and will not be liable for any damages whatsoever.

The acceptance or rejection of a tested/identified person or the risk categorisation is the sole and exclusive responsibility of the client. KYC Spider assumes no liability in this respect.

The liability of KYC Spider for indirect and consequential damages, in particular for lost profits, increase in liabilities or reduction in assets, and claims by third parties is excluded. KYC Spider is liable for all other direct losses up to a maximum of the yearly subscription fee.

Notwithstanding the foregoing, KYC Spider shall be liable without limitation to the Customer for damages resulting from willful misconduct, gross negligence and personal injury.

### **Force majeure**

Neither party shall be liable to the other party or responsible for the default or improper performance of this Agreement if the default or delay is caused by causes beyond the reasonable control of the party concerned. Such reasons may be, but are not limited to, acts, omissions or delays in the acts of any government, regulatory authority, self-regulatory body or other competent authority, or changes in laws, regulations, rules, self-regulatory instruments, including circulars, guidelines, interpretations or related practices ("Force Majeure").

## Data protection

The server is located in Switzerland. Reference is made to the following attachments:

- [Platform Privacy Policy](#)
- Data processing agreement (Attachment 1)

## System Availabilities

The KYC platform is under constant development. KYC Spider therefore reserves the right to perform maintenance as follows:

- minor maintenance;
  - If necessary, carried out on Tuesdays between 5:00 and 5:10 pm CEST/CET
  - no information letter/e-mail is sent
- general maintenance window;
  - one day per annum; no guaranteed availability during (1) one work (CEST/CET) on a Tuesday to be determined with communication ahead;
  - date and time-slot set sent as informational update to the contact person mentioned in the general agreement

## General terms and conditions

This Agreement, including the Annexes, governs the provision of services by KYC Spider. KYC Spider's [General Terms and Conditions](#) are an integral part of this agreement.

## Order of precedence:

In the event of discrepancies between the documents, the following order of precedence shall apply:

1. This Agreement
2. Annexes to this Agreement
3. [General Terms and Conditions](#) of KYC Spider

## Privacy

Each party promises and causes its affiliates and their respective agents and consultants to keep all Confidential Information strictly confidential at all times, (i) unless it is required to disclose such Confidential Information by a judicial or administrative proceeding or other requirement of mandatory law or regulation arising therefrom, or (ii) unless such Confidential Information is disclosed in a lawsuit or proceeding instituted by either party to exercise its rights or appeal. For the purposes of this Section, all documents and information relating to the other party or any of its affiliates in connection with this Agreement shall be considered confidential unless such documents or information can be demonstrated:

- a) is publicly accessible without fault and for reasons other than a breach of this confidentiality obligation by the Party which received such documents or information; or

- b) was subsequently acquired by that Party from another legitimate source, if that Party is not aware that that source has an obligation towards another Party to keep such documents and information confidential.

The obligations of the parties under this Section shall continue to apply after the expiration or termination of this Agreement.

#### **Completeness of the agreement, changes**

This Agreement (including the annexes hereto) contains all representations, obligations, agreements, warranties, representations, conditions and understandings between the parties with respect to the subject matter hereof and supersedes and terminates all prior agreements and understandings between the parties. There are no representations, obligations, agreements, warranties, representations, terms and conditions of any representations or understandings, either oral or written, between the parties other than those set forth in this Agreement.

Subsequent amendments, adaptations, revisions or additions to this Agreement shall not be binding upon the parties unless they are made in writing and signed by the respective authorized representatives of the parties.

#### **Severability clause**

Should one or more provisions of this agreement prove to be invalid or inadmissible, this shall not affect or impair the validity, legality and enforceability of the remaining provisions of this agreement. The Customer and KYC Spider undertake to replace the ineffective provisions with new, valid provisions that come closest to the will of the parties.