

No 2021/41.16-52

An

AGREEMENT

between

BANK OF LITHUANIA

and

AML ANALYTICS LTD

**Subscription for the Sandbox and Associated
Services**

TABLE OF CONTENTS

1.	DEFINITIONS	1
2.	APPOINTMENT	3
3.	TIMETABLE.....	3
4.	CONDUCT OF THE SERVICES	3
5.	WARRANTY	4
6.	TERMS OF PAYMENT.....	5
7.	INTELLECTUAL PROPERTY RIGHTS.....	6
8.	CONFIDENTIALITY	7
9.	ASSIGNMENT AND SUBCONTRACTING	9
10.	CORRUPT GIFTS AND PAYMENTS OF COMMISSION	9
11.	INSOLVENCY	9
12.	INDEMNITY.....	10
13.	TERMINATION.....	11
14.	FORCE MAJEURE	11
15.	SERVICE OF NOTICES.....	11
16.	AMENDMENTS AND ALTERATIONS.....	13
17.	GOVERNING LAW AND JURISDICTION.....	13
18.	WAIVER	13
19.	RELATIONSHIP OF THE PARTIES.....	13
20.	CONCURRENT REMEDIES	13
21.	SEVERABILITY.....	13
22.	ENTIRE AGREEMENT	14
	SCHEDULE 1	16
	SCHEDULE 2	17
	SCHEDULE 3	18

THIS AGREEMENT IS MADE ON

31 MARCH 2021

BETWEEN

- (1) Bank of Lithuania, the central bank of Lithuania, legal entity code 188607684, whose registered office is at Gediminas av. 6, Vilnius, the Republic of Lithuania (the “Authority”)

AND

- (2) AML Analytics Ltd, having its registered office at Thruxton Down House, Thruxton Down, Andover, Hampshire, United Kingdom, SP11 8PR (the “Contractor”).

WHEREAS

- A. The Contractor offers a web-based product known as the Sandbox (as defined below) for use by subscribers, and provides associated services to subscribers.
- B. The Authority wishes to subscribe for use of the Sandbox and engage the Contractor to provide the Services (as defined below) on the terms and conditions of this Agreement, and the Contractor is willing to so provide the Sandbox and be so engaged.

IT IS HEREBY AGREED as follows: -

1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings: -

- “AI” has the meaning given to the term “authorized institution”
- “Agreement” means this Agreement and the Schedules annexed to it;
- “Day” means a calendar day;
- “Designated Officer” means any of the persons specified in Schedule 2 or any such other person as may be appointed or replaced pursuant to Clause 4;
- “Documents and Deliverables” means the Dataset Template and the Reports mentioned in Clause 2.3, together with, without limitation, any relevant data, information, documents, materials, and reports relating to the Services, and any draft, corrected or modified versions of such documents and deliverables;

“Event of Force Majeure” means an act of God, including, but not limited to, fire, flood, earthquake, storm or other natural disaster; act of any sovereign, including, but not limited to, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, military or usurped power, under the order of any government or public or local authority, imposition of government sanction, embargo; labour dispute, including, but not limited to, strike, lockout or boycott; and any other matter or cause beyond the control of the party;

“Project Commencement Date” means 1 April 2021;

“Project Period” means the period commencing on the Project Commencement Date and ending one calendar year after the Project Commencement Date (both days inclusive), subject to Clause 2.2;

“Sandbox” means the online, web-based product owned by the Contractor and made available through the Contractor’s online portal known as “Analyser Online” (“**Analyser Online**”). The Sandbox allows users to generate test datasets for input into screening systems;

“Services” means the services to be provided by the Contractor to the Authority as specified in Clause 2.3 and Schedule 1 which includes, without limitation, the completion of and delivery to the Authority by the Contractor of all Documents and Deliverables, to the Authority’s satisfaction; and

1.2 In this Agreement, where the context so permits: -

1.2.1 words importing the singular include the plural and vice versa;

1.2.2 words importing a gender include every gender;

1.2.3 words importing a person shall include any individual, firm, partnership, company, corporation, trust, government, association and body of persons (whether incorporated or unincorporated); and

1.2.4 the headings to the clauses of this Agreement shall not affect the interpretation of such clauses.

1.3 References to any enactment, order, regulation or instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

1.4 Reference in this Agreement to numbered clauses and schedules are to clauses in and schedules to this Agreement respectively.

2. APPOINTMENT

2.1 This Agreement shall commence on 1 April 2021. The Authority hereby engages the Contractor to provide the Services, and the Contractor shall provide the Services requested to the satisfaction of the Authority throughout the Project Period and in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, nothing herein contained shall oblige the Authority to request the Services or any of them.

2.2 The Authority may, at the Authority's sole discretion, give written notice to the Contractor to extend the Project Period for such period as specified in the notice under the same terms and conditions of this Agreement, and the term "Project Period" shall be construed accordingly to include such extended period.

2.3 The Contractor shall provide the Services described in SCHEDULE 1 and SCHEDULE 3 Services to the Authority at the cost indicated in the said schedules:

2.4 The Services shall not be considered by the Authority as completed unless and until all Documents and Deliverables have been approved by the Authority.

2.5 The Authority shall order Services from the Contractor based on its own discretion and provisions of this Agreement shall not be understood or interpreted as any direct or indirect obligation of the Authority to order Services for a minimum or specific number of times and the Authority's maximum budget which may be used for engaging Services under this Agreement is 12 000 euro.

3. TIMETABLE

3.1 The Contractor shall provide the Services throughout the Project Period and submit the relevant Documents and Deliverables at the time specified by the Authority from time to time at the Authority's sole discretion.

3.2 Time shall be of the essence as regards anything to be done by the Contractor in this Agreement.

4. CONDUCT OF THE SERVICES

4.1 The Contractor shall exercise due care, diligence and skill in the provision of the Services. The Contractor acknowledges that the Authority will rely wholly on its skill in providing the Services.

4.2 The Contractor shall comply with the Authority's instructions and his in-house rules

and regulations in so far as they relate to the Services. However, nothing in this Clause shall be deemed to affect the responsibility of the Contractor in connection with its duties and obligations under this Agreement.

- 4.3 The Contractor shall provide the Services through the Designated Officers.
- 4.4 Any Designated Officer shall not be removed or replaced by the Contractor without the prior written consent of the Authority.
- 4.5 A Designated Officer shall be replaced by the Contractor if the Authority requires such replacement because of unsatisfactory performance, or breach of any of the Contractor's duties and obligations under this Agreement, on the part of that Designated Officer.
- 4.6 The appointment or replacement of any Designated Officer shall not relieve the Contractor from any liability, duty or obligation under this Agreement and the Contractor shall be responsible for the acts, omissions, defaults and neglects of the Designated Officer as fully as if they were the acts, omissions, defaults or neglects of the Contractor.
- 4.7 The Authority may use reasonable endeavours to provide to the Contractor such materials including data, information, documents, materials, and reports ("Materials") as the Authority at his sole discretion deems necessary for the provision of the Services and the Materials may be provided by the Authority in a reasonably timely manner to enable the Contractor to provide the Services in accordance with the timetable under this Agreement. All Materials supplied to the Contractor by the Authority for the purpose of this Agreement shall remain the property of the Authority and shall be returned forthwith to the Authority upon request and in any event upon the termination or expiry of this Agreement. All rights, title and interest (including all copyrights and other intellectual property rights and proprietary interests) in the Materials shall, as between the Contractor and the Authority, belong to the Authority, and the Contractor shall not acquire any right, title or interest (including any copyright or other intellectual property right or proprietary interest) in the Materials.
- 4.8 The Contractor shall respond to the Authority's enquiries about, and assist the Authority in, all matters relating to the duties and obligations which the Contractor has assumed under this Agreement.

5. WARRANTY

- 5.1 The Contractor warrants, represents and undertakes that: -
 - 5.1.1 it is the owner of Analyser Online and the Sandbox, and has the authority and right to grant the Authority access to and use of Analyser Online and the Sandbox according to the terms of this Agreement, and to grant the Tester Licenses and Reviewer Licenses referred to in Clause 2.3.1 above, and that it has obtained all necessary licences, approvals and authorizations to do so;

- 5.1.2 the Services shall be performed and completed in a timely, impartial and professional manner and that the Contractor and any person employed, appointed or engaged by the Contractor, and any person concerned with the Services shall use all necessary skill, care and diligence in providing the Services;
- 5.1.3 all the statements, representations and contents contained in the proposal submitted by the Contractor to the Authority dated 29 March 2021 are true and accurate in all respects and fully, clearly and accurately describe and disclose every matter to which they relate;
- 5.1.4 there is no conflict of interests arising out of or as a consequence of the Contractor's entering into this Agreement and performance of the Services and the Contractor shall not create, or allow itself to remain in, a situation in which its activities and businesses are in conflict with the interests of the Authority;
- 5.1.5 the Services provided are fit for the purposes for which they are intended; and
- 5.1.6 all information technology work performed or provided by the Contractor or its employees or persons appointed or engaged by the Contractor (including, but not limited to, the Designated Officers) shall be free from material defects in design, configuration and installation and free from computer viruses and any other contaminations.

6. TERMS OF PAYMENT

- 6.1 Subject to Clause 6.5 and the due, timely and satisfactory performance by the Contractor of all its duties and obligations under this Agreement, the Authority shall pay the Contractor the fees ("Fees") calculated on the basis as set out in Schedule 3. The Fees shall be inclusive of all professional and staff costs, costs associated with any hardware and software involved in the provision of the Services, materials and expenses incurred by the Contractor in carrying out its duties and obligations under this Agreement, including any preparatory work done for such purposes.
- 6.2 Unless agreed otherwise by the Authority, payment shall be made to the Contractor in the United Kingdom United States Dollars. Such payment shall constitute full and final discharge of the Authority's duties and obligations under this Agreement.
- 6.3 Subject to Clause 6.5, the Fees shall be due and payable to the Contractor within 14 Days upon the Authority's receipt of the relevant invoice from the Contractor subject to satisfactory and timely provision of the required services, delivery of all relevant Documents and Deliverables and submission of all necessary materials as required by the Authority.
- 6.4 All invoices and correspondence concerning payment shall be addressed to IT-sutartys@lb.lt
- 6.5 Without prejudice to other rights and remedies of the Authority, the Authority shall be

entitled to withhold payment of all or any portion of the Fees in the event that: -

- 6.5.1 any part of the Services is not performed in accordance with the timetable as set out in Clause 3 or to the satisfaction of the Authority;
- 6.5.2 the Contractor fails to observe or perform any provision of this Agreement;
- 6.5.3 the Authority disputes on any other reasonable ground his obligation to pay the Fees;
- 6.5.4 the Authority has reasonable ground to believe that the Contractor is or will be liable to the Authority under the indemnity clauses for the loss or damage suffered by the Authority; or
- 6.5.5 withholding of payment is required by any applicable law.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The copyright and all other intellectual property rights of whatever nature in relation to the Documents and Deliverables (including, without limitation, all vested, contingent and future rights, all rights of action and all other rights of whatever nature in and to the Documents and Deliverables whether now known or in the future by virtue of or pursuant to any of the laws in force in any part of the world) throughout the world shall belong to the Authority. For this purpose: -
 - 7.1.1 the Contractor assigns to the Authority the entire copyright and all other intellectual property rights of whatever nature in relation to the Documents and Deliverables including, without limitation, all vested, contingent and future rights, all rights of action and all other rights of whatever nature in and to the Documents and Deliverables whether now known or in the future created to which the Contractor is now or may at any time after the commencement of this Agreement be entitled by virtue of or pursuant to any of the laws in force in any part of the world to hold to the Authority, the Authority's successors, assignees and licensees absolutely for the full period of the relevant rights throughout the world including all renewals, reversions and extensions;
- 7.2 The Contractor undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may reasonably be required by the Authority in the Authority's sole discretion to protect, perfect or enforce any of the Authority's rights under this Clause 7. As security for the performance by the Contractor of its duties and obligations under this Clause 7, if the Contractor shall have failed following 7 Days' notice from the Authority to execute any document or perform any act required by the Authority pursuant to this Clause 7, the Contractor irrevocably appoints the Authority and any of the Authority's officers for the time being, with full power of substitution and delegation, to be its attorney and in its name, on its behalf and as its act and deed or otherwise to do all such assurances, acts or things as it ought to do under any provision contained in this Clause 7 and generally in its name and on

its behalf to exercise all or any of the rights conferred by or pursuant to this Clause 7 on the Authority and generally to execute, seal and deliver and otherwise perfect or do any deed, assignment, transfer, assurance, agreement, instrument or act which may in the opinion of the Authority (or any substitute attorney) be required or considered proper, necessary or desirable for any of the purposes of this Clause 7. The Contractor undertakes and warrants to confirm and ratify and be bound by any and all of the actions of the Authority pursuant to this Clause 7.2.

7.3 The Contractor warrants and undertakes with the Authority that: -

7.3.1 the Documents and Deliverables shall be made by the employees of the Contractor in the course of their employment with the Contractor whose duties and obligations shall include rendering the Services and there is no agreement between the Contractor and any of such employees that any intellectual property right (including, without limitation, the copyright) in any Documents and Deliverables shall belong to any of such employees or other persons nominated by any of them and the Contractor shall not enter into such agreement with any of such employees; and

7.3.2 it, and any of its employees, shall not infringe any intellectual property right (including, without limitation, the copyright) of any third party in the provision of any of the Services (including that none of the Documents and Deliverables infringes any third party's intellectual property rights), and it shall on demand fully indemnify and hold harmless the Authority against all claims, losses, damages, costs, expenses or liabilities, whether direct or indirect, which may be sustained by the Authority arising from any such infringement or alleged infringement.

7.4 The Authority may publish, distribute or otherwise disseminate the Documents and Deliverables or any part of them to persons the Authority thinks appropriate. The Contractor's involvement in the Documents and Deliverables may be disclosed or excluded as the Authority thinks appropriate.

7.5 This Clause 7 shall survive any expiry or termination of this Agreement.

8. CONFIDENTIALITY

8.1 The Contractor acknowledges that in the course of discharging its duties and obligations under this Agreement, the Contractor, any person employed by it or acting on its behalf in relation to this Agreement (including any Designated Officer and any permitted subcontractors) may have access to and be entrusted with information that is confidential in nature or is designated by the Authority as confidential, including (but not limited to) (a) the existence and terms of this Agreement and information that relates to the Services; (b) all data, information, documents, materials (including the Materials) or reports obtained from or through the Authority in the course of the performance of the Services, including any data, information, documents, materials uploaded by the Authority onto Analyser Online, the Sandbox and/or any other online system of the Contractor; and (c) all Documents and Deliverables.

8.2 The Contractor shall keep confidential all Confidential Information, and shall not,

except to its own employees and any permitted subcontractors on a need-to-know basis and required for the performance of the Services or with the Authority's express prior written consent, use or attempt to use in any manner or divulge to any person any Confidential Information. The restrictions on disclosure of Confidential Information in this Clause 8 shall not extend to any data, information, documents, materials or reports which:-

- 8.2.1 were rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to this Agreement;
 - 8.2.2 are or become public knowledge (otherwise than as a result of a breach of this Clause 8 by the Contractor);
 - 8.2.3 are legally required to be disclosed (but only to the extent of such legal requirement); or
 - 8.2.4 are independently developed or acquired by the Contractor without using any confidential information (whether belonging to the Authority or to any other person) that the Contractor acquires in the course of providing the Services (for the avoidance of doubt, the foregoing does not extend to include any Documents and Deliverables).
- 8.3 The Contractor shall not use, copy, disclose or dispose of any of the Documents and Deliverables, or any other data, drawings, charts, computer programs, software, documentation or materials used in providing the Services except for the purposes of this Agreement or with the Authority's express prior written consent.
- 8.4 The Contractor shall procure any person employed by it or acting on its behalf in relation to this Agreement (including any Designated Officer and any permitted subcontractors) to keep confidential at all times the Confidential Information coming into its/their knowledge or possession.
- 8.5 All Confidential Information which has been obtained by or in the possession, custody or control of the Contractor in the performance of the Services shall remain the property of the Authority and shall be surrendered to the Authority (or erased or destroyed if so requested by the Authority) at any time upon request by the Authority and in any event upon the expiry or termination of this Agreement.
- 8.6 The Contractor shall, and shall procure any person employed by it or acting on its behalf in relation to this Agreement (including any Designated Officer and any permitted subcontractors), not to copy any Confidential Information unless it is necessary in the proper performance of the Services to make such copy and the prior written consent of the Authority to the making of such copy is obtained. Any copies made shall remain the property of the Authority and shall be surrendered to the Authority (or erased or destroyed if so requested by the Authority) at any time upon request by the Authority and in any event upon the expiry or termination of this Agreement.
- 8.7 This Clause 8 shall survive any expiry or termination of this Agreement.

9. ASSIGNMENT AND SUBCONTRACTING

- 9.1 The Contractor shall not give, bargain, sell, assign, subcontract, or otherwise dispose of the whole or any part of this Agreement or any benefit in it to any other person without the prior written consent of the Authority (subject to such conditions as may be imposed by the Authority). If such consent shall be given at any time the Contractor shall nevertheless remain fully liable to the Authority for the performance of the duties and obligations contained in this Agreement on the part of the Contractor.

10. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 10.1 The Contractor shall not: -

10.1.1 give or offer to give to any employee or agent of the Authority any gift or consideration of any kind as an inducement or reward for doing or for having done or forborne to do any act in relation to the execution of this Agreement or any other contract to which the Authority is a party or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract to which the Authority is a party; and

10.1.2 enter into this Agreement or any other contract to which the Authority is a party in connection with which commission has been paid or agreed to be paid by the Contractor or on its behalf, or to its knowledge unless before this Agreement is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority and such commission has been approved by the Authority.

- 10.2 Any breach of this Clause 10 by the Contractor or by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any person employed by it or acting on its behalf in relation to this Agreement or any other contract to which the Authority is a party shall entitle the Authority to terminate this Agreement forthwith and recover from the Contractor the amount of any loss resulting from such termination without prejudice to any of the Authority's other rights and remedies.

- 10.3 The Contractor shall not receive any secret commission or other benefit or advantage in respect of the Services and shall act at all times in the best interests of the Authority.

11. INSOLVENCY

- 11.1 Subject to Clause 11.2 below, the Authority may at any time by notice in writing terminate this Agreement without compensation to the Contractor in the event that: -

- 11.1.1 the Contractor is, or is in the reasonable opinion of the Authority likely to become, unable to pay its debts as and when they fall due;
 - 11.1.2 the Contractor is, or is in the reasonable opinion of the Authority likely to become, insolvent;
 - 11.1.3 the Contractor shall pass a resolution, or the court shall make an order, that it be wound up (otherwise than for the purposes of reconstruction or amalgamation); or
 - 11.1.4 if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager, to take over the affairs of the Contractor.
- 11.2 Such termination under Clause 11.1 above shall not prejudice any of the Authority's other rights and remedies.
- 11.3 The Contractor shall notify the Authority within a reasonable time period of any changes in Control of the Contractor. For the purposes of this Clause, "Control" means the power, direct or indirect, to direct or cause the direction of the management and policies of the Contractor whether by contract, ownership of shares, membership of the board of directors or otherwise and without limiting any of the foregoing, any entity owning more than fifty percent (50%) of the voting securities of the Contractor will be deemed to control that the Contractor.

12. INDEMNITY

- 12.1 Without prejudice to any of the Authority's other rights and remedies, if the Services and/or the Documents and Deliverables do not conform to the requirements agreed between the parties under this Agreement, the Authority shall notify the Contractor promptly and the Contractor shall re-perform any non-conforming part of the Services and/or Documents and Deliverables at no additional charge.
- 12.2 The Contractor shall indemnify and hold harmless the Authority, his employees and agents against any claim, loss, damage, cost, expense or liability, whether direct or indirect, suffered either to the property (whether tangible or intangible) of the Authority or any of his employees or agents or by virtue of any injury (including injury resulting in death) sustained by the Authority or any of his employees and agents by reason of any breach of the terms of this Agreement or any negligent act or omission, wilful default or fraud of the Contractor or any of its employees or agents or subcontractors.
- 12.3 The Contractor shall fully indemnify and hold harmless the Authority, his employees and agents against any claim, loss, damage, cost, expense or liability, whether direct or indirect, incurred by the Authority, his employees or agents in respect of any loss of, or damage to, any property (whether tangible or intangible) of the Contractor or any of its employees or agents or subcontractors or of any third party, or injury (including injury resulting in death) sustained by any of the Contractor's employees or agents or subcontractors or by any third party; by reasons of any breach of the terms

of this Agreement or any negligent act or omission, wilful default or fraud of the Contractor or any of its employees or agents or subcontractors.

12.4 This Clause 12 shall survive any expiry or termination of this Agreement.

13. TERMINATION

13.1 The Authority may at his sole discretion terminate this Agreement by giving to the Contractor seven (7) Days' notice in writing without compensation or payment in any kind to the Contractor.

13.2 Any termination of this Agreement shall not prejudice any rights which shall have accrued to the parties as at the date of termination.

13.3 Upon any termination of this Agreement, the Contractor shall forthwith deliver to the Authority all Documents and Deliverables whether or not the same shall be completed. In the event of such termination, all rights, title and interest (including all copyrights and other intellectual property rights and proprietary interests) in the Documents and Deliverables shall forthwith automatically vest in the Authority who shall be entitled to possession of such Documents and Deliverables.

13.4 Upon any termination or expiry of this Agreement, the Contractor shall forthwith deliver up to the Authority, or erase or destroy (if so requested by the Authority), all Materials supplied to the Contractor by or through the Authority for the purposes of this Agreement and shall certify to the Authority that no copies of any Materials have been retained.

14. FORCE MAJEURE

14.1 Neither party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in complying with the terms and conditions of this Agreement as a result of any Event of Force Majeure. The party affected by such Event of Force Majeure shall forthwith notify the other party of the fullest possible extent of the Event of Force Majeure. If the applicable delay or failure to comply caused by such Event of Force Majeure continues for a period of more than 30 Days, either party may terminate this Agreement by written notice to other party.

15. SERVICE OF NOTICES

15.1 Any notice or other communication whatsoever which one of the parties wishes or is required by this Agreement to give or make to the other party shall, without prejudice to any other agreed method of giving or making it, be sufficiently given or made if it is delivered personally or sent by ordinary post addressed to the other party by name at the respective addresses or by email to the respective email address given below:-

The Authority –

Bank of Lithuania, the central bank of Lithuania
Legal entity code 188607684
Gediminas av. 6, Vilnius, the Republic of Lithuania

Email: TStanulionis@lb.lt

Attention: Tomas Stanulionis
Anti-Money Laundering Division
Financial Market Supervision Service

The Contractor –

AML Analytics Ltd
Thrupton Down House
Thrupton Down
Andover, Hampshire
United Kingdom
SP11 8PR

Email: andy@aml-analytics.com

Attention: Andy Robertson
Chief Operating Officer

15.2 Any notice or other communication delivered or sent pursuant to Clause 16.1 shall be deemed to have been received:

15.2.1 if delivered personally, at the time of delivery;

15.2.2 if sent by email:

- (a) if sent before 4:00 p.m. (recipient's time) on a Working Day, on the day it is sent; and
- (b) if sent after 4:00 p.m. (recipient's time) on a Working Day, or sent on a day which is not a Working Day, on the next Working Day,

provided that the recipient has confirmed receipt of the email;

15.2.3 if sent by ordinary post in a duly addressed envelope, at the expiration of two Working Days after the date of posting, return of the same through the post notwithstanding.

15.3 If a party changes its address or email address (as applicable), such party shall give to the other party prior written notice of such change in order for such change to be effective under this Agreement. Any such notice of change of address or email address (as applicable) shall take effect one Working Day after receipt by the other party.

16. AMENDMENTS AND ALTERATIONS

16.1 No waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made in writing and signed by both the Authority and the Contractor.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement shall be governed by and construed according to the laws of the Republic of Lithuania. The parties hereby irrevocably submit to the exclusive jurisdiction of the Republic of Lithuania courts in respect of any actions or proceedings arising out of or in connection with this Agreement.

18. WAIVER

18.1 No failure by a party to exercise and no delay by a party in exercising any right or remedy available to it under this Agreement or at law or in equity shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof nor shall any such failure to exercise, or delay in exercising, or single or partial exercise of, any such right or remedy preclude the exercise of any other right or remedy.

19. RELATIONSHIP OF THE PARTIES

19.1 The Contractor enters into this Agreement with the Authority as an independent contractor only.

19.2 The Contractor, the Designated Officers or any person employed, appointed or engaged by the Contractor or any subcontractor or person concerned with the Contractor shall not be deemed to be an employee, servant, or agent of the Authority.

19.3 Neither party hereto is the agent of the other and nor shall anything herein be construed as in any way constituting a partnership between the parties hereto.

20. CONCURRENT REMEDIES

20.1 No right or remedy conferred upon a party is exclusive of any other right or remedy contained in this Agreement or by law provided or permitted, but each shall be cumulative of every right or remedy given in this Agreement now or hereafter existing and may be enforced concurrently therewith or from time to time.

21. SEVERABILITY

21.1 In the event that any condition or clause of this Agreement not being of a fundamental

nature is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.

22. ENTIRE AGREEMENT

- 22.1 This Agreement sets out the entire agreement between the parties relating to the subject matter to the exclusion of any other agreement, arrangement, undertaking, representation or warranty whatsoever.

SCHEDULE 1

Details of the Services

A. Background

1. The Authority has engaged the Contractor to assist in the Authority's conducting of certain AIs' PEP and sanctions screening systems. The services provided by the Contractor in such engagement included the creation of test datasets and online system configuration, as well as an unlimited license for the Sandbox.

B. Services

2. With respect to the Dataset Template: If an AI is selected and specified by the Authority for testing of its automated PEP and sanctions screening systems, the Contractor shall communicate and work with the Authority (alongside such AI where the Authority considers necessary) to ensure that the format of the test datasets created by the Authority through the Sandbox would match the screening systems' requirements of such AI. Once such AI has run the test files through its screening systems, the Contractor shall ensure that the Authority may upload the output file onto the Sandbox where the Authority can perform analysis directly.
3. The Services will mainly be provided remotely by the Contractor via a web-based portal and no IT integration will be required.
4. There is no limit as to the number of reviews / analysis that the Authority may perform via the Sandbox, or the number of Dataset Templates or Reports that the Authority may request the Contractor to provide, during the Project Period. The Dataset Templates and Reports will remain available for download by the Authority from Analyser Online or the Sandbox during the Project Period and for up to 1 year after the end of the Project and also download PDF or Excel reports to keep on file with no download restrictions.

SCHEDULE 2

Designated Officers

NAME	ROLE
ANDY ROBERTSON	CHIEF OPERATING OFFICER
JAMIE COTTRELL	CUSTOMER OPERATIONS MANAGER
ZAIN FREDERICKS	SENIOR ANALYTICS SPECIALIST
LEWIS HILL	CUSTOMER OPERATIONS ASSISTANT
CARLA NASH	CUSTOMER OPERATIONS ASSISTANT

SCHEDULE 3

Fees for both 'project' i.e. one-off costs, incurred throughout the period of the thematic review, and 'ongoing' costs i.e. provisioning of Sandbox, advisory services on sectoral guidance and training following the review, are included below.

'One-Off' Thematic Review Costs

Onboarding

To include access to Financial Institutions to online onboarding (format verification) system (main contact and primary IT contact) enabling the FI to provide data formats for their 'primary' client and transaction batch screening systems.

Testing

Bespoke test at "Control" (un-manipulated) and "Manipulated" for both Client and Transaction screening systems, based on data selected and manipulated from selected sanction sources (final configuration to be agreed with the Bank of Lithuania at initiation phase of the project)

Reporting Analysis and Review

Access to Analyser Online/Sandbox for both the Bank of Lithuania and individual Financial Institutions (where granted by Bank of Lithuania)
Detailed Analytics Reports – to be provided to Bank of Lithuania
Peer Group Comparison (where required) – to be provided to Bank of Lithuania
Results Presentation Reports – to be delivered to FI's
Support and Advisory Services

Expert advice and guidance on regulatory obligations, market trend, system weakness and training provided throughout the period of the project.

Total Costs for the above (per Financial Institution) **\$1,000 per one FI**

NOTE: Includes all reasonable travel, accommodation and subsistence costs which will be incurred by AML Analytics Ltd

Sandbox Subscription - Included in the cost above

Unfettered access to Sandbox online and all test creation functionality
Up to 11 user licences
Access to all AML Analytics sanction source data
All algorithmic manipulations available

Authorised Institute Configuration (Format Verification) - \$250 / Filter Format

Creation of test data format (whether Transaction, Client/Name or PEP Screening) and make available in Bank of Lithuania Sandbox environment.

Ongoing Advisory Services

Included in the cost above

Services include:

- Provision of advisory services to the Bank of Lithuania on sectoral guidance
- Training requirements for use of Sandbox
- Process review and governance
- Advice on market trends and regulatory guidance.
- Specific advice and guidance on individual areas of weakness or remediation steps required by FI's