

This Research and EDDM products and services Agreement ("Agreement") is entered into as of the date indicated in this Order Form ("Effective Date") by and between LexisNexis Business Information Solutions B.V. ("LN") and Subscriber ("Customer"). LN and together with the Customer are referring to as the "Parties".

Customer may subscribe to one or more of the services specified in this Order Form by agreeing to be bound by the Terms and Conditions set forth at <https://www.lexisnexis.com/global/terms/en/nl/general-01092023.pdf> ("General Terms") and the additional terms for specific products and services attached hereto as Exhibit 1 ("Additional Terms").

CUSTOMER (full legal name)	
SIGNATURE (authorised representative of subscriber)	
PRINT NAME	
TITLE	
DATE	15.03.2024

ADDRESS		DEVIATING INVOICING ADDRESS	
Laisves pr. 10, Vilnius, Lithuania			
VAT	LT100008194913		
OC#	4255KKTW7	PO-NO CUSTOMER	

	MAIN CONTACT	IT CONTACT	INVOICING CONTACT
NAME			
TEL			
FAX			
E-MAIL			

START DATE	END DATE*
15.03.2024	14.03.2025

1. Please select product and service:

PRODUCT	SKU	NO. OF	MONTHLY FEE
Nexis Diligence+	1536916	Checks 600 annual User 1 annual	€ 882,98 select
select		Select Select Select Select	select select
select		Select Select Select Select	select select
select		Select Select Select Select	select select
select		Select Select Select Select	select select
select		Select Select Select Select	select select
select		Select Select Select Select	select select

Nexis Entity Search API Add on Investigations		
Fee Description	SKU Number	Monthly Add-On Fee
Add On (option 1) of Investigation		select
Add On (option 2) of Investigation		select
Add On (option 3) of Investigation		select
Add On (option 4) of Investigation - Silver		select
Add On (option 5) of Investigation - Gold		select
SUPPORT		MONTHLY FEE
Please select		select
Please select		select

SET UP OPTIONS	ONE OFF FEE
Please select	select
Please select	select
The Customer might request additional technical support, which will be billed in addition to the Fee set forth in this Agreement. The additional support will be billed at an hourly rate of select All one-time fees for Nexis Entity Search API shall be billed during the first month of the term.	

START DATE	END DATE	TOTAL MONTHLY FEE €	TOTAL ONE TIME FEE select
15 March 2024	14 March 2025	882,98 Euro per month (10 595,76 Euro per year)	-----
	Year 2		
	Year 3		
	Year 4		
	Year 5		

For all products and services mentioned on this Order Form, the following applies:

All Fees on this Order Form are excluding VAT.
 The invoices shall be issued quarterly pre-paid.
 Invoicing will be pro-rated if the access(es) is/are pro-rated in the first month.

2. OVERUSAGE

- 2.1 If the Customer exceeds the agreed usage as mentioned in point 1., Customer shall pay the additional Fee as mentioned in the table below. Customer will be invoiced for the overusage at the end of the Term/Renewal Term.
- 2.2 If Customer wants to increase the number of Users and/or Readers during the Term/Renewal Term, Customer shall notify LN by the 20th of a calendar month, so that this will take effect on the 1st of the following calendar month.
- 2.3 For BatchNameCheck XS: The limit of NAMES selected above is parametrized within the software "BatchNameCheck XS". As soon as the number of NAMES will exceed the limit, a message will appear in the software to inform the Customer that the lists will not be updated anymore. The Customer will have to contact LN to request a pricing for the upgrade of the number of NAMES. For each upgrade, Customer has to sign an amendment.
- 2.4 For Nexis Search API Search: During the Term or any Renewal Term, LN may review the average number of Investigations (as defined in clause IV.1 of the Additional Terms) conducted by Customer on an annual basis. Such reviews will be based on the previous year period (the "Review Period"). In the event any such review indicates that Customer's average number of Investigations during the Review Period exceeds the maximum number of Investigations permitted by this clause, LN reserves the right to increase the Monthly Fee during the current Term or subsequent Renewal Term(s) to the applicable number of Investigations effective as of the first day of the following month upon notice to Customer based upon the pricing set forth in this Order Form. Customer may also elect to add additional Investigations after the Start Date and will pay the Monthly Additional Investigation Add On fees set forth below in addition to the Monthly Fee.

PRODUCT	SKU	NO. OF Select Select	ADDITIONAL MONTHLY FEE
select			select

SALES MANAGER
Marat Almaganbetov

EXHIBIT 1
ADDITIONAL TERMS
13th July 2022

- I. **(Web)BatchNameCheck and DiligenceSpotter**
 1. The software and related programs are installed by LN or a third party assigned by LN in the Customer's IT environment.
 2. The customer is obliged to implement the IT system and provide the necessary network access, which is required for the correct functioning of the software.
 3. The Customer shall carry out regular updates by LN or a third party assigned by LN accordingly.
 4. The Customer is not permitted to copy or duplicate the software provided by LN or by a third party assigned by LN and the programs associated with it.
 5. In order for LN or a third party assigned by LN to fulfill its obligations in connection with this Agreement, the Customer must grant LN or the third party assigned by LN the necessary access to its IT environment.
 6. In addition, the Customer shall be responsible for the proper execution of the scheduled updates of the agreed lists according to the Agreement created on the server, as well as for the execution of the automatic name check. For this purpose, the Customer shall periodically check the log files specified in the instructions provided to the Customer at the time of installation.
 7. The Customer shall ensure that a regularly updated virus scan is systematically performed on the directories of the program.
 8. The customer is obliged to install the periodical updates of the program suggested by LN or the third party assigned by LN.
 9. If the Customer refuses or forgets to install these updates, LN or the third party assigned by LN cannot be held responsible for malfunctions of the software that are a consequence of the refusal or omission. If the Customer requests LN or the third party assigned by LN to find a solution to a blocking error after such refusal or omission to install an update, LN will charge the Customer for the intervention on an hourly rate basis.
 10. It is expressly agreed between the parties that the Customer is obliged to regularly check the proper execution of the scheduled tasks of the software programs on its own server. Neither LN nor third parties assigned by LN shall be liable for any problems occurring during the execution of these tasks on the Customer's server. The Customer is obliged to notify LN or the third party assigned by LN immediately in the event of problems, so that LN or the third party assigned by LN can support the Customer in solving the problem/issue within a reasonable period of time.
 11. In the event of a change in its IT infrastructure, the Customer is obliged to ask LN or the third party assigned by LN for instructions or support to ensure the sustainability and proper functioning of the programs installed by LN or the third party assigned by LN.
 - II. **CDDS AML RISK API and BatchNameCheck XS**

With respect to the CDDS AML Risk API ("API") and the product BatchNameCheck XS ("BNC XS"), together referring to the "CDDS Services", LN is the reseller. All rights to the CDDS Services belong to CDDS Luxembourg S.A. ("CDDS"). LN has been assigned the rights by CDDS to enter into this Agreement with the Customer for the CDDS Services and to invoice the Customer for the same. The following additional terms and conditions apply to the CDDS Services ("Additional Terms"). In the event of any inconsistency between the General Terms and these Additional Terms, the latter shall prevail.

 1. The CDDS Services will be provided to the Customer by CDDS directly.
 2. The CDDS Services consist of web services and/or a software that the Customer integrates into its existing business software applications to perform various AML controls related to its statutory business obligations.
 3. The CDDS Services will be provided directly to the Customer by CDDS. CDDS will integrate the BNC XS Service within the Customer's business software applications and perform updates.
 4. LN grants the Customer a non-exclusive licence to use the CDDS Services, solely for its own use in a private and closed environment, to facilitate the implementation of a risk-based approach to due diligence and tracking of AML risks associated with the Customer's business.
 5. With respect to the API, CDDS will provide the Customer with an identification code to enable identification for the execution of the solution.
 6. The Customer has various options to perform its controls with the API. These controls are listed in the document "Technical Specifications of the CDDS AML Risk API", which is handed over to the Customer before or with the signing of the Agreement. By signing the Agreement, the Customer acknowledges that it has received, read and understood it.
 7. CDDS may issue a new, updated version of the CDDS Services and the associated technical documentation at any time. Before doing so, CDDS will inform the Customer of the changes with a notice period of 6 months before the changes come into effect. CDDS will only support older versions until the changes come into effect.
 8. The Customer selects for the API the desired lists and data before signing the Agreement and notifies LN and/or CDDS of this in writing. Concerning BNC XS, Customer can choose the lists directly in the service.
 9. The Customer acknowledges that the selection of multiple lists may slow down the CDDS Services execution process and create additional hits and duplicates between lists.
 10. CDDS may add additional lists after signing the Agreement and reserves the right to modify the PEP lists according to its own development, but without affecting the information contained in the lists.
 11. Software updates for the API may be made by CDDS without notice to the Customer. Upgrades for BNC XS will be planned individually with the Customer.
 12. The Customer acknowledges that it uses the CDDS Services and its content at its own risk.
 13. The CDDS Services are provided for reference purposes only and is not intended to be a substitute for professional advice or judgment, or legal or other advice regarding particular circumstances.
 14. Except as otherwise provided in the foregoing terms, the CDDS Services are provided "as is" and LN disclaims all implied warranties of any kind, including without limitation warranties of merchantability or fitness for a particular purpose.
 15. The Customer is prohibited from transferring, sublicensing, renting or using the CDDS Services to provide services to any third party, whether the use of the CDDS Services are free or for a fee.
 16. The liability of LN and its third party suppliers is limited to the contract-typical and foreseeable damage.

The liability for indirect and unpredictable damages, loss of downtimes, lost profits, missed savings and property damages due to claims of third parties, is in case of ordinary negligence -except in case of injury to life, body or health- excluded.

As far as the liability is excluded or limited, this also applies to the personal liability of its affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors and assigns incurred and resulting therefrom.
- III. **EntityInsight**
 1. Customer's use of the Entity-Insight Service will include the total number of suppliers, vendors, customers and other organizations ("Entity/Entities") as set forth on the Order Form. LN will begin invoicing the Customer as soon as the Entities are loaded ("Go-live Date") or one month after the Effective Date, whichever occurs first. Each Entity list entry consists of one Entity.
 2. In order for LN to create Customer's Entity Insight Services, Customer must provide LN with a list of the Entities that Customer wishes to include in its Entity Insight Services. This list must be provided as an excel spreadsheet and must include the following information for each of the Entities: (i) full company name, (ii) required entity identification information that allows LN to correctly identify the entity, at least one of the following - headquarters location, ticker symbol, D&B number or website URL, (iii) entity industry information, this may be a product description or the NAICS/SIC industry for each entity to determine entity industries, (iv) location(s) of manufacturing facility(ies) (for a single entity, up to 5 facilities may be used to determine location risks). Customer is required to designate an Entity Insight Administrator as the primary point of contact for LN who is responsible for providing LN with the required data and answering questions from LN or providing clarification within three business days. If the information provided to LN is insufficient for LN to determine the appropriate Entity and Entity locations, LN will so notify Customer and may (with Customer's consent) assist Customer, upon written request, in conducting research to determine the required information. Customer will pay LN's applicable hourly rates for such research services. Fees for research services will be placed on Customer's invoice for the month in which the services were performed. In addition, Customer agrees to notify its Entities that LN may need to contact the Entity to obtain required information.
 3. The Entity Insight Service is based on public news sources in the LN online services. Accuracy, timeliness, completeness or reliability of the news sources or the Entity Insight Service are not warranted or guaranteed by LN. LN will provide consulting services in connection with the establishment of the Entity Insight Service. LN represents and warrants that it will exercise the same degree of care in providing such services as is customarily exercised by professional consulting firms in providing similar services. However, the Entity Insight Service does not represent the opinion of LN and should not be substituted for Customer's own professional judgment. Customer acknowledges that any reliance on the Entity Insight Service is solely at Customer's own risk. In the event of a breach by LN of the foregoing warranty, Customer's sole and exclusive remedy shall be for LN to re-perform the consulting services. Except for the foregoing warranty, LN disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose and warranties arising out of a course of dealing. LN shall not be liable for any lost profits, lost revenues, loss of reputation or other consequential damages resulting from this Agreement, the consulting services or the Entity Insight Services.
 - IV. **Nexis Entity Search API**
 1. The term "Investigation" means searches performed upon a specific company (e.g., LexisNexis, Google, Apple). For each Investigation, Customer may conduct multiple different searches upon the company in the

- Nexis Entity Search API Sources. Each company that Customer searches will count as a new Investigation.
2. In exchange for access to the Nexis Entity Search API Services and the right for Customer to perform the number of unique Investigations per year indicated in the Order Form, Customer shall pay LN the Monthly Fee indicated in the Order Form.
 3. Pursuant to the terms of this IV, Nexis Entity Search API (this "Nexis Entity Search API Terms"), LN agrees to utilise the Delivery Mechanism to provide Customer with a report of the results in PDF and word format ("Report") so that Customer may distribute the Report to its Authorised Users during the Term.
 4. **DEFINITIONS.** Unless otherwise defined herein, capitalised terms used in this Nexis Entity Search API Terms shall have the meanings set forth below:
 - (a) "Access Link" means a hyperlink to access the full-text of articles and materials available through the Nexis Entity Search API, including LN Licensed Content. Access Links are proprietary to LN.
 - (b) "Authorised User" shall have the meaning set forth in the General Terms. In addition, for those Customers that are using the Nexis Entity Search API, the term "Authorised Users" shall include the computer application performing the search and retrieval, as well as each of the researchers engaged in the analysis of the results. The term "Authorised Users" expressly excludes Customer's external professional service providers (such as attorneys, accountants, public relations firms and like organizations) and customers/clients/subscribers to Customer's products.
 - (c) "Content" means the LN Licensed Content subscribed to in this Agreement and provided to Customer by LN for display to Customer's Authorised Users.
 - (d) "Customer Application" means the specifically identified internal Customer application, system or database which is accessible by Authorised Users only. The Customer Application expressly excludes any product or solution marketed by Customer to its external clients or customers.
 - (e) "Delivery Mechanism" means the Nexis Entity Search API, including the technologies, software code, documents and other tools provided by LN to Customer to facilitate management, distribution and display of the results.
 - (f) "Fees" means the fees to be paid by Customer for access to the Nexis Entity Search API as set forth in this Agreement.
 - (g) "Framing" means the reproduction and display of copyrighted content of a site and displaying the content of such site within borders or a frame that is created or maintained by Customer without the consent of the owner of the copyrighted content.
 - (h) "General Terms" has the meaning set forth in the Order Form. The General Terms apply to Customer and the Authorised Users' use of LN Licensed Content through the Nexis Entity Search API.
 - (i) "Headline" means the actual headline, source name and date of a published article from the LN Licensed Content and may include a snippet of the published article. The snippet may only contain an insubstantial portion of the article content and may be no more than twenty-five (25) words in any case.
 - (j) "Nexis Entity Search API" means the Delivery Mechanism, Access Links, LN Marks, LN Licensed Content, and LN Metadata.
 - (k) "LN Intellectual Property" means the LN Metadata (excluding copyright in Source Articles), the Access Links, the Delivery Mechanism, the LN Licensed Content, the LN Marks, and all intellectual property rights in the same.
 - (l) "LN Licensed Content" means content that is licensed to Customer from LN. LN Licensed Content may be updated, modified, revised, replaced or otherwise changed by LN without notice as it may determine.
 - (m) "LN Marks" means trademarks, service marks, types, logo, trade names and program badges which are now or hereafter owned, adopted or used by LN, as the case may be, and are used by them in connection with the Nexis Entity Search API or the LN Licensed Content.
 - (n) "LN Metadata" means any metadata fields generated by LN and associated with a particular Source Article and/or Source Site which may include, but is not limited to, source name, news category, stock ticker, keywords, source category, source rank, location, region, language and duplicates.
 - (o) "Source Article" is an article or material available at a Source Site via an Access Link.
 - (p) "Source Site" means a third-party website on which a Source Article (other than a Source Article from the LN Licensed Content) is published.
 - (q) "Web Content" means any content, including online news articles, press releases and Social Media Content available on the open web relating to a Source Article and/or Source Site which is accessible through the Nexis Entity Search API for display as an Access Link only including (i) the source name, (ii) the timestamp, and (iii) minimal text (e.g., a snippet) as delivered by LN (which may vary over time or depending on the Source Site) and is not subject to a license between LN and the owner of the Source Site and is not licensed to Customer by LN.
5. **GRANT OF RIGHTS AND RESTRICTIONS TO USE NEXIS ENTITY SEARCH API**
 - (a) **Grant of Rights.** LN grants Customer the right to access the Nexis Entity Search API to: (a) to distribute the Report to its Authorised Users; (b) perform programmatic analysis of the LN Licensed Content; and (c) distribute Access Links to LN Licensed Content to Authorised Users under the LN Marks.
 - (b) **Limitations on use of the Nexis Entity Search API.** The Nexis Entity Search API are for use in the Customer Application only. Customer may not use the Content in any other application or database without the express written permission of LN. In addition, the grant of rights set forth in Clause 5(a) of this Nexis Entity Search API Terms is subject to the following restrictions:
 - (i) **Display.** Access Links may not be modified from the format provided by LN. An Access Link to Web Content must direct the Authorised Users to the Source Site to view the Source Article. An Authorised User who clicks on an Access Link to LN Licensed Content will be directed to the LN Online Services to view the full text of the Content which shall require a separate subscription.
 - (ii) **Removal.** Customer shall promptly remove any Access Link (or any portion thereof) from the Customer Application at LN's request.
 - (iii) **No Framing.** Customer shall not engage in Framing of any article from a Source Site or from the LN Licensed Content or any part thereof within the Customer Application. Customer shall ensure that each Access Link will display the page of the Source Site on which the relevant Source Article is published. In the case of LN Licensed Content, the LN Licensed Content shall be displayed by Customer without any insertion, framing, overlay or amendment whatsoever and either (i) in the same browser window as that from which the Access Link was selected; or (ii) in a new browser window.
 - (iv) **No Alteration of Codes.** Customer will be assigned a client identification code to interface with the Nexis Entity Search API. Customer shall not modify or otherwise change such identification number by any means.
 - (v) **Use of LN Marks.** Customer will use the LN Marks exactly in the form provided by LN. At no time during or after the Term will Customer challenge or assist others to challenge the Marks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to the LN Marks.
 - (vi) **Compliance.** Customer shall fully comply with all applicable copyright laws pertaining to use of the Web Content, including any fair use requirements. Customer shall procure all necessary permissions that may be required to use the Source Articles for Customer's intended purposes and shall comply with the terms of use posted on any Source Site where the Source Article appears.
 - (c) **Limitations on Customer's Use of LN Licensed Content.** In addition to the other restrictions set forth herein, the LN Licensed Content is subject to the following additional restrictions:
 - (i) Customer agrees that its access to and use of the LN Licensed Content is governed by the General Terms. If there is a conflict between the terms of this Nexis Entity Search API Terms and the General Terms, the terms of this Nexis Entity Search API Terms will control. Customer may not distribute the LN Licensed Content on a stand-alone basis (it must be through the Customer Application), sublicense any of the rights granted by LN, or appoint any subagents, sub-dealers or subcontractors, or otherwise delegate or assign to any third party any of its rights or duties under the Agreement.
 - (ii) Customer may only use the LN Licensed Content for internal business purposes.
 - (iii) LN reserves the right to require Customer to delete, modify, withhold, withdraw, add to, replace or otherwise change the LN Licensed Content or its formatting requirements for the same at any time and for any reasonable purpose upon notice. Customer will implement such action as promptly as possible, but in any event within 72 hours after Customer initially receives the request from LN. If Customer cannot comply with a request to change the LN Licensed Content, then Customer will delete/remove it from its offering until such time as it can comply.
 - (iv) Customer's may store an index (e.g., not full text) of LN Licensed Content for searching purposes for a period of three hundred and ninety-five (395) days following the creation of each such index.
 - (v) Access Links to LN Licensed Content may consist of Headlines only. Customer must provide a link to the General Terms on each page where an article of LN Licensed Content is displayed in full text.
 6. **CUSTOMER OBLIGATIONS & RESPONSIBILITIES**
 - (a) Customer is solely responsible for the development, operation and maintenance of its systems in order to access and interface with the Nexis Entity Search API.

- (b) Customer is responsible for all use of the Nexis Entity Search API, including all use of the Access Links and Content by its Authorized Users. In the event an Authorized User misuses Content, Customer will terminate such Authorized User's access to the Content. Customer shall ensure that authentication and security standards acceptable to LN are implemented and enforced to prevent unauthorized access to the Nexis Entity Search API including the LN Licensed Content. Customer shall immediately notify LN in writing of any breach of security involving the Customer Application or the Nexis Entity Search API, including the Access Links, the LN Licensed Content or any other materials accessible through the Nexis Entity Search API. Customer agrees to indemnify and hold LN and its affiliates and its and their employees, officers and directors ("Covered Parties") harmless from and on account of any claims arising out of a breach of Customer's covenant set forth in this Section.
7. **VERIFICATION.** On LN's reasonable request, Customer will furnish LN with a signed statement confirming Customer's compliance with the terms of this Nexis Entity Search API Terms. LN may, upon 10 days prior written notice to Customer, audit Customer's use of the Nexis Entity Search API (including the Delivery Mechanism, the Access Links, LN Licensed Content, and LN Marks). Such audits shall be at LN's expense, provided that, in the event of a material noncompliance by Customer with this Agreement, Customer shall reimburse LN for the reasonable costs of such audit. In addition, Customer shall promptly take such corrective actions as are identified by LN as necessary to bring Customer into full compliance with the terms of this Agreement. Customer's failure to take such corrective actions may result in LN exercising its right to terminate under the Master Agreement.
8. **INTELLECTUAL PROPERTY RIGHTS.** Subject only to the limited right to use of the Nexis Entity Search API expressly granted herein, LN retains and owns all right, title, and interest in and to the LN Intellectual Property. All rights not expressly granted to Customer are retained by LN. Customer shall not, and shall ensure that its Authorized Users do not, copy, sublicense, sell, rent, lease or otherwise distribute the LN Intellectual Property. Customer shall also ensure that its Authorized Users do not: (i) modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover, obtain or use the source code for the Intellectual Property; or (ii) alter, disassemble or otherwise disable any tracking applications or technology required by LN of the Source Articles.
9. **EFFECT OF TERMINATION.** If this Nexis Entity Search API Terms is terminated or expires, then all of Customer's rights with respect to the Nexis Entity Search API, the LN Licensed Content, the Access Links and LN Marks shall terminate. Customer agrees that it will promptly purge all of the foregoing, including all LN Metadata, from its systems and applications and will delete all physical media containing the same. Upon request from LN, an officer of Customer will certify in writing Customer's compliance with this Section.
10. **WARRANTY DISCLAIMER.** LN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE NEXIS ENTITY SEARCH API, THE ACCESS LINKS, THE DELIVERY MECHANISM, THE LN LICENSED CONTENT AND ANY OTHER SERVICES PROVIDED HEREUNDER (COLLECTIVELY, THE "SERVICES"), ALL OF WHICH ARE PROVIDED "AS IS". LN DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, UNDISRUPTED OR ERROR-FREE.

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Agreement Ignitis LT Diligence 2024-25

Final Audit Report

2024-03-13

Created:	2024-03-12
By:	
Status:	Signed
Transaction ID:	CBJCHBCAABAA50h7zq-ATGc1KiOht2nRCv2VStYsOrMQ

"Agreement Ignitis LT Diligence 2024-25" History



Agreement completed.

2024-03-13 - 6:48:27 AM GMT