LexisNexis

**NEXIS, NEXIS DILIGENCE,
CDDS SERVICES AND ENTITY INSIGHT**
ORDER FORM AND AGREEMENT

This Nexis, NexisDiligence, CDDS services and EntityInsight 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-01052021.pdf ("General Terms") and the additional terms for specific products and services attached hereto as Exhibit 1 ("Additional Terms").

CUSTOMER (full legal name)	UAB Ignitis group servise center
SIGNATURE (authorised subscriber)	
PRINT NAME	
TITLE	CEO
DATE	2022-03-16

ADDRESS	DEVIATING INVOICING ADDRESS
Laisves pr. 10, Vilnius, Lthuania	

VAT	
OC#	

	PO-NO CUSTOMER		

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

START DATE	END DATE*
15/03/2022	14/03/2023

*Please select:

☐ This Agreement will automatically renew after the End Date mentioned above according to the General Terms ("Renewal Term").

☒ In each Renewal Term, the Fee will increase by **7%**.

☐ Notwithstanding any provision to the contrary in the General Terms, the Agreement will not renew automatically.

Please select:
☐ Nexis ☒ NexisDiligence ☐ BatchName Check ☐ Web BatchNameCheck ☐ BatchName Check XS
☐ Diligence Spotter ☐ CDDS AML Risk API ☐ EntityInsight

PRODUCT	SKU	NO. OF	MONTHLY FEE
NexisDiligence		Checks 600 Select	€ 807,50 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

- *For Nexis:The Customer may increase the number of Users and/or Readers by notifying LN by the 20th of a calendar month. This change will take effect on the 1st of the following calendar month. The customer will pay* select *per month per additional User and/or Reader in addition to the monthly fee.*

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- *For (Web) BatchNameCheck*: A NAME CHECK consists of one record on either a person or a company. If the number of NAME Checks per year is exceeded, the Customer is obliged to pay an additional fee of select   per month. LN will invoice the Customer for the additional fee at the end of the (renewal) term.
- *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.
- *For CDDS AML Risk*: Depending on the nature of the request, one (1) name check may result in multiple CLICKS. If the number of CLICKS specified above is exceeded, the Customer will pay an additional select   per CLICK. LN will invoice the Customer for the additional CLICKS at the end of the contract (renewal) term.
- *For EntityInsight*: If the No. of Unique Entities exceeds the limit agreed above by   , the Customer has to pay an additional fee of select per Unique Entity. LN will invoice the customer for the exceeding No. of Entities at the end of the contract (renewal) term.

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 commitments set forth in this Agreement. The additional support will be billed at an hourly rate of select .	

START DATE	END DATE	TOTAL MONTHLY FEE select	TOTAL ONE TIME FEE select
SELECT MONTH 20	SELECT ONE 20		
	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 select.
Invoicing will be pro-rated if the access(es) is/are pro-rated in the first month.

SEGMENT CODE (SMC)	SALES MANAGER

Additional agreements:	

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**EXHIBIT 1
ADDITIONAL TERMS
1st September 2021**

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 only 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. Therefore, 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 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.

2. 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.

3. CDDS 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.

4. With respect to the API, CDDS will provide the Customer with an identification code to enable identification for the execution of the solution.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. The Customer acknowledges that it uses the CDDS Services and its content at its own risk.

12. 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.

13. Except as otherwise provided in the foregoing terms, the CDDS Services are provided "as is" and CDDS disclaims all implied warranties of any kind, including without limitation warranties of merchantability or fitness for a particular purpose.

14. CDDS represents and warrants that it has the right and authority to make the CDDS Serivices available in accordance with the Agreement.

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. CDDS shall not be liable for any damages arising from the use of the CDDS Services or the interpretation of its results.

17. In the absence of wilful misconduct, neither CDDS nor its third party suppliers shall be liable for any loss (including but not limited to loss of profits, loss of use, business interruption and loss of data), liability, damages (direct, indirect or consequential) or penalties of any kind caused by or attributable to the use of the CDDS Services and the Customer hereby indemnifies CDDS and its third party supplier against any such claims.

18. The Customer further indemnifies CDDS and its third party suppliers against any loss, liability, damage (whether direct, indirect or consequential) or costs of any kind incurred by CDDS and its third party suppliers as a result of or in connection with the Customer's failure to comply with the terms of this Agreement.

19. LN is an official reseller of the CDDS Services. There is no continuing business relationship between the parties. The parties are independent contractors in relation to each other. Nothing in the Agreement is intended or will be used to create any further partnership or joint venture of any kind between the parties, or to authorise either party to continue to act in the name of or on behalf of the other party, or to bind the other party in any way, or to represent itself in its advertising or otherwise in any way that would suggest or imply an additional relationship with the other party.

20. LN expressly disclaims any liability in relation to the CDDS Services provided by CDDS to the Customer in connection with

the CDDS Serivices. To the fullest extent permitted by applicable law, Customer shall indemnify and hold LN, its directors, officers, agents, employees, partners, successors and assigns harmless from and against any and all liability, damages, losses, expenses, claims, actions and judgments, including reasonable attorneys' fees, arising out of or relating to any third party claim based on (i) allegations that LN has infringed any third party intellectual property rights or (ii) any infringement or claim relating to the CDDS Services or other services CDDS provides to Customer in connection with the CDDS Services.

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III. i
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first. Each Entity list entry consists of one Entity.

3.   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.

4.   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.