

Mesh ID Services Agreement

This Mesh ID Services Agreement (“**Agreement**”) governs your use of the Services.

1 DEFINITIONS

- 1.1 Mesh ID:** means Mesh ID B.V., a private company with limited liability located at Koningin Wilhelminaplein 13, Amsterdam, The Netherlands, and registered in the Trade Register of the Dutch Chamber of Commerce under number 69878374, the entity with which the User is entering into an agreement.
- 1.2 User:** means the user with an email as username, and a password chosen by the owner of said email address, which will be automatically created after acceptance of these terms.
- 1.3 Affiliates:** a legal entity in which the User directly or indirectly controls a majority of the voting rights or is otherwise under the control of the User.
- 1.4 Authorized Users:** means any representatives of the User (as the case may be), including its employees, agents, directors, advisers and independent contractors, that have been granted access by Mesh ID and that make use of the Mesh ID Services, provided that they agree to be or are legally bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that such Authorized Users are acting on behalf of the User.
- 1.5 Mesh ID Services:** as defined on the Order Form.
- 1.6 User Data:** means all information submitted, entered, or otherwise provided by Authorised Users of User or Affiliates, as part of the Mesh ID Services and includes personal data.
- 1.7 Documentation:** means any published technical manuals including any updates thereto, relating to the use of the Company Offerings provided to the Customer through electronic or physical means or, in the case of Services pursuant to a Services engagement.
- 1.8 Force Majeure Event:** means an event that arises out of causes beyond a party's reasonable control, including, without limitation, war, civil commotion, act of God, strike, or other stoppage (whether partial or total) of labour, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider, hosting facility or malignant outside DDoS or similar attacks or hacks.
- 1.9 Order Form:** means the addendum to this Agreement titled “Mesh ID Services Order Form”, which forms an integral part of this Agreement and is governed by this Agreement in as far as not conflicting with it.
- 1.10 Effective Date:** as defined in the Order Form
- 1.11 Data Recipients:** means any third party with whom the User or an Authorised User has shared User Data.
- 1.12** Other defined terms in this Agreement will have the meaning or value as attributed to it in the Order Form.

2 GRANT OF RIGHTS AND RESTRICTIONS TO MESH ID SERVICES

- 2.1 Right to Use the Mesh ID Services.** Mesh ID grants or makes available to the User a worldwide, non-exclusive, non-transferable right for the User and each of its Authorized Users to access and use the Mesh ID Services in accordance with this Agreement, the Order Form, and the Documentation. On the Effective Date, if both Mesh ID and the User have signed the Service Order Form and the attached Service Agreement including appendix hereto, Mesh ID will send an e-mail to User providing information.
- 2.2 Right to Export Customer Data.** The right to use the Mesh ID Services includes the right to export data outside the Mesh ID Services. Such exported data may be kept by the User and its Affiliates only, for legitimate purposes, taking into account any legal obligations and the obligations set out in this Agreement. Exported data may not be shared to any person other than the User and its Affiliates, other than by requesting Mesh ID to grant such Data Recipient access to the Mesh ID Services, which access requires approval of Mesh ID.
- 2.3 Right to Share User Data.** The User may request Mesh ID to grant a Data Recipient access to the information regarding the Mesh ID Services. Approval of such access rights shall be granted by Mesh ID by digital verification of the email address of the Data Recipient, on the condition that such Data Recipient complies with the terms of access and use set out in this Agreement including the appendices hereto, or as otherwise separately agreed, with the exception of the Order Form which do not apply to the Data Recipient.
- 2.4 Revocation of Right of Use.** Mesh ID may withdraw access and user rights granted to the User and/or Authorised Users and/or Data Recipients at any time without prior notice, without any compensation being due to such party, in the event that Mesh ID may reasonably assume that such party materially breaches this Agreement.
- 2.5 Changes to Mesh ID Services during Service Term.** Mesh ID may, without prior notification to the User, make changes to the Mesh ID Services or the method of providing it, which normally will not cause more

than a minor insignificance to the User. Mesh ID may make other changes, to the Mesh ID Services or methods of providing such services no less than one (1) calendar month after notifying the User of the effects. Changes include all types of changes including but not limited to patches and upgrades, to the extent that the purpose of the original Mesh ID Services will remain the same. Performance of these changes, to the extent that the Mesh ID Services will temporarily be interrupted, will be announced in timely fashion in accordance with Clause 9.

3 SUPPORT

Subject to the terms of this Agreement, Mesh ID will provide the User with the necessary technical support services from within Mesh ID, and reachable at the email address support@meshid.com.

4 FEES

- 4.1** For the use of the Mesh ID Services, User owes Mesh ID the fees specified on the Order Form. To the extent that the Order Form specifies that no fees are owed, User agrees that in case and from the moment the User participates in a fund (or similar transaction) or investment and that fund or investment (or similar transaction) makes use of the Mesh ID Services, Mesh ID may charge the fund fees for its services in relation of User Data stored on the Mesh ID Services.

5 OWNERSHIP AND CONFIDENTIALITY

- 5.1 Intellectual Property.** Mesh ID owns all right, title and interest to the Mesh ID Services, deliverables, and feedback provided by the User, Mesh ID's or its licensors' intellectual property, and any modifications or derivatives thereof.
- 5.2 Confidential Information.** The parties agree that any Confidential Information (as defined below) that is exchanged will only be used for purposes relating to this Agreement, and that it will be protected in the same manner that the User or Mesh ID would protect its own information of a similar nature, and in the manner as obliged to pursuant to the laws applicable to such party and this Agreement. The parties agree that "**Confidential Information**" means any User Data, either party's intellectual property, and any other information that a reasonable person would deem to be confidential. Except where prohibited by applicable law, the following is not considered Confidential Information: (i) information which has been authorized in writing to use without restriction; (ii) information which is rightfully in a party's possession or becomes known to a party through legal means; and (iii) information which is independently developed without use or reference to the Confidential Information of the other party.

6 USER DATA / SECURITY

- 6.1 User Data.** Personal Data within the meaning of the General Data Protection Regulation (EU) 2016/679 ("GDPR") of User is owned by User as a data subject (as defined in the GDPR). User shall transfer personal data (as defined in the GDPR) to the Mesh ID Services in its sole discretion, or based on another legal ground set out in and for a legal purpose that is in compliance with Section 6 GDPR. The User, the Authorized Users and each Data Recipient is regarded a controller under the GDPR. Mesh ID will be a processor under the GDPR, and this Agreement, including Annex: Data Processing, will serve as a data processing agreement. User Data will be stored and processed in the data centre region specified in Appendix B "Approved Transferees of User Data" by subcontractors of Mesh ID acting as sub-processors in as far as applicable. Mesh ID shall not access the User's user accounts or User Data stored within such user accounts, except in response to technical issues where the User provides Mesh ID or Mesh ID's subcontractors (as applicable) with the relevant credentials required to access such data. In any other circumstances Mesh ID will only have access to User Data without the User's control in case it must obey court orders or any other legal obligation, or to the extent that such access is strictly required to perform maintenance services to the Mesh ID Services or User Data. Mesh ID will collect, modify and analyse meta data and/or operations data which does not contain any User Data, such as log files and transaction counts. Mesh ID is not responsible for unauthorized access, alteration, theft or destruction of User Data arising from the User's own, its Authorized Users' or Data Recipient's actions or omissions in contravention of the Documentation or this Agreement.
- 6.2 Data Subject Requests.** Regardless of Mesh ID's obligations as data processor in accordance with Annex: Data Processing, the User shall adhere to any request of a data subject whose personal data has been processed by the User, its Affiliate or Authorized Users, or the Data Recipients, legally made pursuant to GDPR (as the case may be). To the extent that User withdraws its consent to the transfer of personal data as referred to under 6.1 above or 6.3 below, User will immediately inform Mesh ID thereof. Following such notification by User, Mesh ID will share, amend and/or remove, per the request of the User, such personal information as soon as reasonably possible, subject to any legal obligation of Mesh ID to maintain such data. Mesh ID shall not be responsible towards User regarding any data subject request; Mesh ID shall only follow the instructions of and be liable towards the User in case of default of such obligations, in this regard. Mesh

ID shall not be responsible towards the User or Authorized Users, or the Data Recipients, to ensure that such party is able to maintain such personal data to adhere to legal obligations applicable to such party.

6.3 Transfer of User Data. If the User transfers any User Data to the Mesh ID Service, provides Mesh ID access to any User Data and/or shares User Data (through access of Mesh ID Services) to any Data Recipient, then the User warrants that (i) it is duly authorized to provide User Data to the Mesh ID Service and it does so lawfully in compliance with relevant legislation, (ii) it has legitimate grounds to transfer such data to the Data Recipient, whereby the User that shared User Data (through access of the Mesh ID) shall be jointly and severally liable for the actions of the Data Recipient regarding such User Data, (iii) Mesh ID and its Affiliates or its subcontractors, acting on behalf of Mesh ID, may use such data strictly for the purposes of performing its obligations under this Agreement, (iv) Mesh ID may disclose such data to any of its Mesh ID Affiliates and its subcontractors for this purpose, provided that it shall be in compliance with Annex: Data Processing, the GDPR and other applicable legislation. To the extent required, the User shall be requested for permission to transfer User Data possibly including personal data to sub-processors of Mesh ID outside the EEA or to countries that have not been qualified as offering adequate protection following an adequacy decision within the meaning of Section 45 GDPR, and to each specific Data Recipient identified by Authorized Users. The User warrants that it has a legitimate legal ground to approve such data transfer.

6.4 Aggregate data collection: In order to better understand and meet its Users' needs, Mesh ID may collect use, analyse and retain the User's meta data, system topography information, and operations data and, in a confidential and anonymous manner, aggregate such data with similar usage data of other Mesh ID Users. The User agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable Mesh ID Service offering and to the extent that the User is allowed to process such data. Notwithstanding anything to the contrary, Mesh ID shall have the right collect and analyse data relating to the provision, use and performance of various aspects of the Mesh ID Services and related systems and technologies (excluding User Data but including, without limitation, meta information and aggregate User Data concerning and data derived therefrom), and Mesh ID will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Mesh ID Services and for other development, diagnostic and corrective purposes in connection with the Mesh ID Services, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

6.5 Security. Mesh ID will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of all User Data. In the event that Mesh ID has determined that a security breach will or is likely to cause harm to the User, an Authorized User or a data subject, Mesh ID will provide the User with notice of the security breach without undue delay but in no event later than forty-eight (48) hours after Mesh ID becomes aware of the breach. After initial notification, Mesh ID will keep the User updated on a regular basis and provide a reasonably detailed incident report which may include the steps taken by Mesh ID to investigate the security breach and potential measures to be taken by the User to minimize potential damages. The parties understand and agree that Mesh ID may be prevented by law, regulation, or a third-party arrangement from providing such notice(s) and/or reports within the above time frames.

7 USER RESPONSIBILITIES

7.1 The User shall not: (i) make Mesh ID Services available to any third party not authorized or as otherwise contemplated by this Agreement; (ii) send or store code that can harm or result in damage to the Mesh ID Services (including but not limited to malicious code and malware); (iii) wilfully interfere with or disrupt the integrity of the Mesh ID Services or the data contained therein; (iv) attempt to gain unauthorized access to the Mesh ID Services or its related systems or networks; (v) use the Mesh ID Services to provide services to third parties except as expressly permitted by the Agreement; (vi) use the Mesh ID Services in order to cause harm, such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of Mesh ID's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the Mesh ID Services; or (ix) perform or disclose any of the following security testing of the Mesh ID Service environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, or any other test or procedure not authorized in the Documentation. A breach by the User of its obligations under this section shall be considered a material breach of this Agreement.

7.2 The User represents, covenants, and warrants that the User and its Authorized Users (i) meet the criteria set out in the GDPR for legal processing of personal data, offer an adequate level of protection and have taken appropriate safeguards, each within the meaning of GDPR 24 and 45-47, to process the personal data of data subjects as part of the User Data, and (ii) will use the Mesh ID Services only in compliance with this Agreement and the Documents, and all applicable laws and regulations. THE USER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS MESH ID AGAINST ANY DAMAGES, LOSSES, LIABILITIES, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION COSTS AND ATTORNEYS'

FEES) IN CONNECTION WITH ANY CLAIM OR ACTION THAT ARISES FROM AN ALLEGED VIOLATION OF THE FOREGOING OR OTHERWISE FROM THE USER'S USE OF MESH ID SERVICES. Although Mesh ID has no obligation to monitor the User's use of the Mesh ID Services, Mesh ID may do so and may prohibit any use of the Mesh ID Services if it may reasonably assume that they are in violation of the foregoing.

- 7.3 The User shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Mesh ID Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). The User shall also be responsible for maintaining the security of the Equipment, its user accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the User, Authorised User's and Data Recipients identified by the User's accounts or the Equipment with or without the User's knowledge or consent.

8 TERM AND TERMINATION

- 8.1 Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form only. Renewal shall require a written agreement between the User and Mesh ID.
- 8.2 Unless specifically indicated otherwise, a party may terminate the Agreement for material breach by the other party, provided that in each instance of a claimed breach: (i) the non-breaching party notifies the breaching party in writing of such breach within thirty (30) days of its occurrence; and (ii) the breach is not cured within thirty (30) days of receipt of such notice.
- 8.3 Any party may terminate the Agreement with immediate effect, in case the other party
- (a) has ceased to exist or has been dissolved;
 - (b) has been declared bankrupt or has been granted suspension of payments, on a temporary basis or otherwise;
 - (c) has become or is likely to become insolvent; or
 - (d) has discontinued its business.
- 8.4 Mesh ID may terminate this Agreement with immediate effect, in the event that:
- 8.4.1 the User itself no longer meets, or is located in a country or member state that no longer meets, the required criteria set out in the GDPR for legal processing of personal data, an adequate level of protection or no longer has the appropriate safeguards in place, each within the meaning of GDPR.24 and 45-47;
- 8.4.2 the User objects against a sub-processor in accordance with Clause 4.3 sub-B of the Annex: Data Processing.
- 8.5 In case of a Force Majeure Event, the provision of the Mesh ID Services may be suspended for the duration of such Force Majeure Event (only to the extent that such Force Majeure Event reasonably disrupts the provision of the Mesh ID Services), during which Mesh ID shall not be considered to be in material breach of this Agreement. The Service Terms shall be extended with the duration of such Force Majeure Event. Should the Force Majeure Event last longer than three (3) months, then the User may terminate this Agreement.
- 8.6 **Effect of Termination.** The termination of the Mesh ID Services shall not impact the validity of other services provided by Mesh ID. Subject to the rest of this Agreement, Mesh ID shall not have to compensate or pay the User, Authorised Users or Data Recipients identified by an Affiliate, any damages or compensation of any nature, as a result of a termination of this Agreement. Subject to clause 8.7 below, all rights granted under the Agreement will immediately terminate and each party will return or destroy all Confidential Information of the other party in its possession, subject to any legal obligation to retain such personal data in its records. The User acknowledges that Mesh ID may need to retain User Data to the extent that it has an obligation to do so towards other Users.
- 8.7 **Surviving Provisions.** The following provisions will survive and remain in effect after termination of the Agreement: 1 (Definitions); 4 (Ownership and Confidentiality); 8 (Term and Termination); 9 (Warranty); 10 (Indemnification), 11 (Limitation of Liability); 12 (General Provisions) .

9 WARRANTY

Mesh ID shall use reasonable efforts consistent with prevailing industry standards to maintain the Mesh ID Services in a manner which minimizes errors and interruptions in the Mesh ID Services and shall perform the Mesh ID Services in a professional and workmanlike manner. Regardless of that, the Mesh ID Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Mesh ID or by third-party providers, or because of other causes beyond Mesh ID's reasonable control, but Mesh ID shall use all reasonable efforts to provide (at least) 72 hours' advance notice of in writing or by e-mail of any scheduled service disruption. Mesh ID will also use all reasonable efforts to ensure maintenance is performed outside of peak-usage hours.

Without limiting Mesh ID's obligation of confidentiality as further described above, Mesh ID will use all reasonable efforts to establish and maintain an information security program, including physical, technical,

administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information; (c) protect against unauthorized disclosure, access to, or use of the Confidential Information; (d) ensure the proper disposal of Confidential Information; and, (e) ensure that all employees, agents, and subcontractors of Mesh ID, if any, comply with all of the foregoing.

MESH ID DOES NOT WARRANT THAT THE MESH ID SERVICES OFFERED WILL MEET THE USER'S REQUIREMENTS OR THAT USE OF THE MESH ID SERVICES WILL BE SIGNIFICANTLY UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE MESH ID SERVICES AND IMPLEMENTATION MESH ID SERVICES ARE PROVIDED "AS IS" AND MESH ID DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10 INDEMNIFICATION

10.1 Indemnification by the User. Except to the extent prohibited by applicable law, the User shall indemnify, defend, and/or at its option, settle any third-party claims against Mesh ID if and to the extent that the User Data or the User's use of the Mesh ID Service is in breach of this Agreement, infringes or misappropriates any third-party Intellectual Property rights within the jurisdictions in which the User is using the Mesh ID Service, or materially violates applicable law, rules, directives or regulation.

11 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, MESH ID AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, MESH ID SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, OPPORTUNITY COSTS OR MISSED SAVINGS; (C) FOR ANY MATTER BEYOND MESH ID'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE USER TO MESH ID FOR THE MESH ID SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT MESH ID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT OF MESH ID.

12 GENERAL PROVISIONS

12.1 Notices. All notices under this Agreement must be in writing (including via e-mail), addressed to the parties at the addresses set out on the Order Form and sent by pre-paid first-class mail/post or via e-mail, unless specifically indicated otherwise.

12.2 Assignment. This Agreement may not be assigned by the User without the prior written consent of Mesh ID, such consent not to be unreasonably withheld or delayed. Mesh ID is free to assign any rights or obligations under this Agreement to an Affiliate without the prior consent of the User, and the User approves and agrees with such transfer of rights, obligations or this Agreement to any such party nominated by Mesh ID.

12.3 Relationship of the Parties. The relationship between Mesh ID and the User is strictly that of independent contractors.

12.4 Severability: If any provision of this Agreement is held to be contrary to applicable law, then the remaining provisions of the Agreement will remain in full force and effect. The parties will then renegotiate in good faith on a replacement provision in the spirit and with the same intent as the original provision, in as far as possible.

12.5 No Waiver No delay or omission by either party to exercise any right or power it has under this Agreement will be construed as a waiver of such right or power.

12.6 Entire Agreement: This Agreement and any applicable exhibits or referenced documents represent the entire agreement between the parties and supersedes all prior communications, understandings and agreements relating to the subject matter contained herein. No additional term or condition contained in the User's purchase order or similar document will apply and are expressly rejected by Mesh ID. The general terms and conditions of the parties or of any suppliers are not applicable and are explicitly waived.

- 12.7 Order of Precedence.** In the event of a conflict between this Agreement, any applicable Documentation, and the Order Form, the order of precedence from highest to lowest shall be (i) the Order Form, (ii) any applicable Documentation, and (iii) this Agreement, whereby the highest shall prevail.
- 12.8 Amendment:** Any amendment to this Agreement or an Order Form must be in writing and signed by, or on behalf of, Mesh ID and the User.
- 12.9 Applicable law; interpretation** This Agreement, the validity, construction and interpretation of the Agreement will be governed by the laws of the Netherlands, excluding any mandatory conflict of law rules.
- 12.10 Dispute resolution:** Should a conflict arise on the basis of this Agreement, the Order Form, any Documentation, or any matter related to the Mesh ID Services in any way, then parties shall act in good faith to resolve the matter. Any matter that cannot be resolved shall exclusively be dealt with by the courts of Amsterdam, the Netherlands.

ANNEX: Data Processing

1. DEFINITIONS

- 1.1. In this personal data protection annex (the "**Annex**") the terms "consent", "controller", "personal data", "personal data breach", "processor", "processing", "data subject" and any other term expressly defined in Section 4 of the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/CE, dated 27 April 2016 (the "**GDPR**"), have the meanings given to them in Section 4 of the GDPR.
- 1.2. For purposes of this Data Processing Agreement, the term "Affiliate" shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Mesh ID.

2. SCOPE

- 2.1. This Annex applies where Mesh ID (the "**Service Provider**") processes personal data as a processor in order to provide the Mesh ID Services (as defined in the Mesh ID Services Agreement (the "**Agreement**") entered into by and between Mesh ID and the User ("**User**") (the "**Processed Personal Data**").
- 2.2. Each party shall comply, and Mesh ID shall ensure that each of its delegates or sub-processors (if any) engaged in the processing of personal data complies with the GDPR and any applicable data protection laws and regulations (including applicable laws and regulations implementing GDPR).

3. THE SERVICE PROVIDER AS PROCESSOR

For the purposes of this Clause 3, the parties to the Agreement acknowledge and agree that, to the extent that the Service Provider (or any relevant delegate or sub-processor) processes the Processed Personal Data, the Service Provider (or any relevant delegate or sub-processor) acts as "processor" of the data, and the User qualifies as the data "controller".

- 3.1. The Agreement, including this Annex and all the Appendices between processor and controller shall be considered as the binding contract regarding Section 28(3) of the GDPR.

3.2. Obligation of the Service Provider

The Service Provider, in its capacity as a processor, shall only process the Processed Personal Data in accordance with the Agreement, this Annex and other prior written instruction of the User (controller).

3.3 Each processor -the Service Provider- or the processor's representative shall maintain a record of all categories of processing activities carried out on behalf of a controller, containing:

- i. the name and contact details of the processor or processors and of each controller on behalf of which the processor is acting;
- ii. the categories of processing carried out on behalf of each controller;
- iii. where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation;
- iv. where possible, a general description of the technical and organisational security measures referred to in Section 32(1) GDPR.

3.3. Assistance by the Service Provider

The Service Provider:

- a. shall, upon the written request from the User, and insofar as this is technically or legally possible, assist with appropriate technical and organisational measures (taking into account the nature of the processing) for the fulfilment of the User's obligations for access to, or rectification, erasure or portability of Processed Personal Data or for restriction of processing or objections to processing of Processed Personal Data; it being understood that the Service Provider has no obligation to respond to any such data subject requests, unless expressly required by law; and
- b. give the User such assistance as it reasonably requests, and the Service Provider is reasonably able to provide, aimed at ensuring compliance with the User's own security, data breach notification, impact assessment, data protection or data privacy authority consultation obligations under the GDPR and any applicable data protection laws and regulations (including applicable laws and regulations implementing GDPR), taking into account the information and means available to the Service Provider.

3.4. Inspection by the User:

Subject to Clause 3.3 of this Annex and clause 5 'ownership and confidentiality' of the Agreement and to the extent permitted by law, the Service Provider shall make available all information that it can reasonably provide to the User in relation to the Processed Personal Data to comply with the obligations in Section 28 GDPR.

- a. The Service Provider shall further, subject to any relevant and applicable confidentiality obligation, provide the User on request with access to any Processed Personal Data relating to the performance of the Mesh ID Services and assist with such audits, including inspections, reasonably requested by (or on behalf of) the User (and their internal or external auditor (the "**Auditor**")) to undertake the verification that the Service Provider's complies with its obligations under this Clause 3.3.
- b. The User shall give the Service Provider at least thirty business days' notice of any intention to conduct a visit or audit under Clauses 3.3(a) and 3.3(b) above, unless such visit or audit is conducted in respect of a suspected fraud, in which case a notice of five business days' shall be required. A verification shall be performed in accordance with an audit protocol which shall be agreed by the Services Provider and the User in advance. The Service Provider may impose reasonable conditions on its cooperation, such as the auditor(s) signing a confidentiality statement. For assistance provided by the Service Provider, the User shall be charged the Service Fees as agreed on between the parties. The User and/or their Auditors shall cause no damage, injury or disruption to the Service Provider's premises, equipment, personnel and business while the personnel of the User, or its Auditors are on the Service Provider's premises in the course of such an audit or inspection.

3.5. User's obligations

The User shall:

- a. determine the purpose and means of Processed Personal Data processing;
- b. remain ultimately liable towards its own local data protection authority, any other competent authority and/or the data subject for the processing of Processed Personal Data. The Service Provider is not liable for damages and losses (including costs) regardless of their cause, in connection with and/or resulting from this Annex, insofar as these damages and losses have not been caused by intent or wilful misconduct of the Service Provider;
- c. remain responsible for (i) the protection of the rights of its clients, directors, officers, partners managers, employees, investors, agents or any other data subject whose personal data was transferred to the Service Provider pursuant to GDPR and any applicable data protection laws and regulations (including applicable laws and regulations implementing GDPR), (ii) providing adequate information to the data subjects about the Processed Personal Data and, (iii) obtain their consent if necessary or required under this Agreement, under the GDPR and any applicable data protection laws and regulations (including applicable laws and regulations implementing GDPR), for (a) the processing by Mesh ID of such personal data, (b) the transfer of such personal data to sub-processors outside the EEA or to countries that have not been qualified as offering adequate protection following an adequacy decision within the meaning of Section 45 GDPR, (c) the transfer of such personal data to Data Recipients outside the EEA or to countries that have not been qualified as offering adequate protection following an adequacy decision within the meaning of Section 45 GDPR;

- d. ensure that the Processed Personal Data is processed in a fair and lawful manner in conformity with all the provisions and obligations provided by the GDPR and any applicable data protection laws and regulations (including applicable laws and regulations implementing GDPR). For the avoidance of doubt, the foregoing is without prejudice to the Service Provider's obligations under GDPR and this Annex.
- 3.6. With respect to Processed Personal Data, the parties to this Agreement agree the following processing description:
- a. Processed Personal Data are only processed for (i) the performance of the Mesh ID Services under the Agreement and (ii) the duration of this Agreement, to the extent required for compliance with data retention obligations of the User and to protect and enforce the Service Provider's rights under this Agreement (e.g. in the context of legal proceedings, regulatory investigations or similar events), whereby the User acknowledges that Mesh ID may need to retain User Data to the extent that it has an obligation to do so towards other Users;
 - b. types of Processed Personal Data include (i) personal identification data, including first name, last name, residential address, date and place of birth, citizenship; (ii) tax details, including tax residence, tax number, status under dividends and interests withholding tax rules, FATCA rules, CRS rules and any other tax rules; (iii) financial information including origin of wealth and bank account details; (iv) publicly available information; and (v) any other information provided by the User for the purpose of enabling the Service Provider to perform its obligations under the Agreement, to comply with applicable laws, regulations, orders of a competent court or requests from a regulatory authority that the User or the Service Provider are subject to; and
 - c. categories of data subjects concerned by the processing of Processed Personal Data are (i) direct and indirect investors, shareholders or interest holders in entities serviced by the Service Provider, (ii) directors and officers of entities serviced by the Service Provider, (iii) account information of Authorized Users, and (iv) any other categories of data subjects that the User may submit.
- 3.7. The User may propose changes to its instructions referred to in Clause 3.5 If the Service Provider deems the proposed changes feasible, the Service Provider shall accept and implement such changes. The User shall pay any additional fees charged as a result of a change in its instructions.

4. GENERAL

4.1. The User and the Service Provider shall:

- a. implement all necessary technical and/or organisational measures as required by the GDPR to ensure the protection of the personal data processed as agreed in this Annex from any accidental or unlawful destruction, loss, deterioration, unauthorised disclosure or access and any other unlawful form of processing, such as:
 - i. the pseudonymisation and encryption of personal data;
 - ii. the ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services;
 - iii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- b. ensure that the persons authorised to process the personal data processed as agreed in this Annex are bound by the same or substantially similar terms of confidentiality or are subject to a substantially similar statutory or regulatory duty of confidentiality.

4.2. The Service Provider shall inform the User without undue delay but in no event later than forty-eight (48) hours from the moment the Service Provider becomes aware of the occurrence of any personal data breach in relation to the personal data processed as agreed in this Annex while it is in possession or under the control of the Service Provider and to the extent required by GDPR.

4.3 Delegation by the Service Provider:

- a. The User authorises the Service Provider to delegate the processing of personal data as agreed in this Annex to any person or persons, the sub-processor, only in accordance with Clause 6.3 of the Agreement and this Clause 4.3. The Service Provider shall remain liable towards the User for any acts and omissions of any sub-processor.
 - b. The Service Provider is free to choose and transfer personal data to any sub-processor, to the extent that the sub-processor meets the criteria set out in the GDPR for legal processing of personal data, offers an adequate level of protection and has taken appropriate safeguards, each within the meaning of GDPR Section 45-47. The Service Provider will give access to the User to the list of all sub-processors of the Service Provider. In case of delegation of the processing of personal data to a sub-processor that is not an Affiliate within the Service Provider's group, the Service Provider shall inform the User by email or otherwise in writing, or any change to, including the addition or replacement of a sub-processor; the User may object to the delegation of processing activities to that sub-processor within 5 days, whereby the User will only object on reasonable grounds. In case of such objection, the Service Provider shall no longer transfer any personal data of the User to said sub-processor and to the extent that any personal data of the User has already been transferred, order the removal of such personal data by said sub-processor. The Service Provider will be free to choose and engage a different sub-processor (to which this sub b. equally applies) and the Service Provider may charge any additional costs including any Service Fee that the Service Provider has to make in doing so, to the User. Alternatively, the Service Provider may terminate the Agreement in accordance with Clause 8.4 of the Agreement.
 - c. The Service Provider shall exercise all due skill, care and diligence in the selection and the appointment of any sub-processor, and will keep exercising all due skill, care and diligence in the periodic review and ongoing monitoring of any sub-processor.
 - d. The Service Provider shall ensure that any sub-processor having access to (or otherwise processing) personal data as agreed in this Annex is subject to written terms imposing on it substantially the same duties regarding data security, confidentiality, privacy as those applying to the Service Provider under this Annex.
- 4.3. The User hereby warrants and represents that, to the extent required by law, there is a valid legal basis for the collection and disclosure of personal data (or categories of personal data) by the User to the Service Provider in accordance with this Annex and all relevant data subjects have been provided with such relevant information (or notified where such information can be found) in accordance with GDPR Section 4.4. Upon termination of this Agreement, the Service Provider shall, as soon as reasonably practicable on receipt of a written request from the User, destroy or return to the User (at the User's election) any of the personal data processed as agreed in this Annex in the Service Provider possession or under its control, subject to any legal obligation to retain such personal data in its records whereby the User acknowledges that Mesh ID may need to retain User Data to the extent that it has an obligation to do so towards other Users.

Mesh ID Services Order Form

Mesh ID Services: the storage of (third party) data by User in the secure and private Know-Your-Customer ("KYC") information sharing network ("Mesh ID Services") for the execution of current and future investments (or similar transactions) in which User shall participate pursuant to a fund agreement (or similar client agreement)

Service location (website): <https://meshid.app>

Fees: None