

General Terms and Conditions

Data Protection Conditions

IDSure Aps

December 2021

1. Definitions

1.1 In these General Terms and Conditions, except to the extent expressly provided otherwise:

"**IDSure ApS**", the Provider of these services, having its residency at Kranvejen 59, 5000 Odense, Denmark, CVR 42747173.

"**Access Credentials**" means the usernames, passwords and other credentials enabling access to the Hosted Services, including both access credentials for the User Interface and access credentials for the API;

"**Agreement**" means the Saas and DPA agreement including any Schedules, and any amendments to the Agreement from time to time;

"**API**" means the application programming interface for the Hosted Services defined by Provider and made available by Provider to Customer;

"**Business Day**" means any weekday other than a public holiday in Denmark;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT on a Business Day;

"**Charges**" means the following amounts:

- (a) - Fee per Upload of a certificate;
- Fee per Change of a certificate;
- Fee per Revoke of a certificate.

"**Customer Confidential Information**" means:

- (a) any information disclosed by or on behalf of Customer to Provider or at any time before the termination of the Agreement

(whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- (i) was marked or described as "confidential"; or
- (ii) should have been reasonably understood by Provider and Customer to be confidential;

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by Customer; transmitted by the Platform at the instigation of

Customer; supplied by Customer to Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by Customer (but excluding analytics data relating to the use of the Platform and server log files);

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of Customer in relation to the Agreement, but excluding personal data with respect to which the Provider is a data controller;

"Data Protection Laws" means the EU 2016/679 GDPR and all other applicable laws relating to the processing of Personal Data;

"Documentation" means the documentation for the Hosted Services produced by Provider and delivered or made available by Provider to Customer;

"Effective Date" means the date of execution of the Agreement;

"EU GDPR" means the General Data Protection Regulation (Regulation EU 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third-party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means the IDsure App, as specified in the Hosted Services Specification, which will be made available by Provider to Customer as a service via the internet in accordance with the Agreement;

"Hosted Services Defect" means a defect, error or bug in the Platform having an adverse effect or a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of Customer or any person authorized by Customer to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by Customer or by any person authorized by Customer;
- (c) a failure of Customer to perform or observe any of its obligations in the Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services made available by Provider to Customer as a service via the internet;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Mobile App" means the mobile application known as IDsure App that is made available by Provider through [the *Google Play Store* and the *Apple App Store*];

"Personal Data" means personal data under any of the Data Protection Laws;

"Platform" means the platform managed by Provider and used by Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Schedule" means any schedule attached to the main body of the Agreement;

"Services" means any services that Provider provides to Customer, or has an obligation to provide to Customer, under the Agreement;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"Supported Web Browser" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"Term" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2 of the Agreement;

"User Interface" means the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

2. Term

- 2.1 The Agreement shall come into force upon the Effective Date.
- 2.2 The Agreement shall continue in force indefinitely or in accordance with Clause 17 or any other provision of the Agreement.

3. Hosted Services

- 3.1 Provider shall provide, or shall ensure that the Platform will provide, to Customer upon the Effective Date the Access Credentials necessary to enable Customer to access and use the Hosted Services.
- 3.2 The Provider hereby grants to Customer a worldwide, non-exclusive license to use the Hosted Services by means of the User Interface and the API for the internal

business purposes of Customer in accordance with the Documentation during the Term.

3.3 The license granted by the Provider to the Customer under Clause 2.2 is subject to the following limitations:

- (a) the User Interface may only be used through a Supported Web Browser or the Mobile App;
- (b) the User Interface may only be used by the officers, employees, agents and subcontractors of Customer;
- (c) the User Interface may only be used by staff appointed by Customer, providing that Customer may change, add or remove a designated named user in accordance with the user change procedure defined by the Hosted Services;
- (d) the User Interface must not be used at any point in time by more than the number of concurrent users, providing that Customer may add or remove concurrent user licenses in accordance with the license change procedure defined by the Hosted Services; and
- (e) the API may only be used by an application or applications approved by Provider in writing and controlled by Customer.

3.4 Except to the extent expressly permitted in the Agreement or required by law on a non-excludable basis, the license granted by Provider to Customer under Clause 3.2 is subject to the following prohibitions:

- (a) Customer must not sub-license its right to access and use the Hosted Services;
- (b) Customer must not permit any unauthorized person or application to access or use the Hosted Services;
- (c) Customer must not use the Hosted Services to provide services to third parties;
- (d) Customer must not republish or redistribute any content or material from the Hosted Services;
- (e) Customer must not make any alteration to the Platform, except as permitted by the Documentation; and
- (f) Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of Provider.

3.5 Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorized person or application may gain access to the Hosted Services by means of the Access Credentials.

3.6 Provider shall use all reasonable endeavors to maintain the availability of the Hosted Services to Customer at the gateway between the public internet and the

network of the hosting services provider for the Hosted Services, but does not guarantee 100% availability.

- 3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of the Agreement:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of Customer's computer systems or networks;
 - (d) any breach by Customer of the Agreement; or
 - (e) scheduled maintenance carried out in accordance with the Agreement.
- 3.8 Customer must comply with Schedule 2 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of Customer or by means of the Access Credentials comply with Schedule 2 (Acceptable Use Policy).
- 3.9 Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 3.10 Customer must not use the Hosted Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by Provider to its other customers using the Platform; and Customer acknowledges that Provider may use reasonable technical measures to limit the use of Platform resources by Customer for the purpose of assuring services to its customers generally.
- 3.11 Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.12 For the avoidance of doubt, Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 3.13 Provider may suspend the provision of the Hosted Services if any amount due to be paid by Customer to Provider under the Agreement is overdue, and Provider has given to Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Scheduled maintenance

- 4.1 Provider may from time to time suspend the Hosted Services for the purposes of scheduled maintenance to the Platform, providing that such scheduled maintenance must be carried out in accordance with this Clause 4.

- 4.2 Provider shall where practicable give to Customer at least 5 Business Days' prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Hosted Services or have a material negative impact upon the Hosted Services.
- 4.3 Provider shall ensure that all scheduled maintenance is carried out outside Business Hours.

5. Support Services

- 5.1 Provider shall provide the Support Services to Customer during the Term.
- 5.2 Provider shall make available to Customer a helpdesk.
- 5.3 Provider shall provide the Support Services with reasonable skill and care;
- 5.4 Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; Customer must not use the helpdesk for any other purpose.
- 5.5 Provider shall respond promptly to all requests for Support Services made by Customer through the helpdesk.
- 5.6 Provider may suspend the provision of the Support Services if any amount due to be paid by Customer to Provider under the Agreement is overdue, and Provider has given to Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Customer Data

- 6.1 Customer hereby grants to Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Provider's obligations and the exercise of Provider's rights under the Agreement. Customer also grants to Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.
- 6.2 Customer warrants to Provider that the Customer Data or the Customer Data when used by Provider in accordance with the Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 6.3 Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.
- 6.4 Within the period of 1 Business Day following receipt of a written request from Customer, Provider shall use all reasonable endeavors to restore to the Platform the Customer Data stored in any back-up copy created and stored by Provider in

accordance with Clause 6.3. Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

7. Mobile App

- 7.1 The parties acknowledge and agree that the use of the Mobile App, the Parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly the Agreement shall not govern any such use, rights, obligations or liabilities.

8. No assignment of Intellectual Property Rights

- 8.1 Nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from Provider to Customer, or from Customer to Provider.

9. Charges

- 9.1 Customer shall pay the Charges to Provider in accordance with the Agreement.
- 9.2 All amounts stated in or in relation to the Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes or other taxes, which will be added to those amounts and payable by Customer to Provider.
- 9.3 Provider may elect to vary any element of the Charges by giving to Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Agreement, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 2% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause 9.3 or, if no such variation has occurred, since the date of execution of the Agreement.

10. Payments

- 10.1 Provider shall issue invoices for the Charges to Customer on monthly basis.
- 10.2 Customer must pay the Charges to Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 10.
- 10.3 Customer must pay the Charges by debit card, credit card, direct debit or bank transfer.
- 10.4 If Customer does not pay any amount properly due to Provider under the Agreement, the Provider may:
- (a) charge the Customer interest on the overdue amount at the rate of 10 % per annum, which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month.

11. Provider's confidentiality obligations

- 11.1 Provider must:
- (a) keep the Customer Confidential Information strictly confidential;

- (b) not disclose the Customer Confidential Information to any person without Customer's prior written consent;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as Provider uses to protect Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Customer Confidential Information].

11.2 Notwithstanding Clause 11.1, Provider may disclose the Customer Confidential Information to Provider's staff who have a need to access the Customer Confidential Information for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

11.3 This Clause 11 imposes no obligations upon Provider with respect to the Customer Confidential Information that:

- (a) is known to Provider before disclosure under the Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of Provider; or
- (c) is obtained by Provider from a third-party in circumstances where Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4 The restrictions in this Clause 11 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of Provider on any recognized stock exchange.

11.5 The provisions of this Clause 11 shall continue in force for a period of 2 years following the termination of the Agreement, at the end of which period they will cease to have effect.

12. Data protection

12.1 Parties shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

12.2 Customer warrants to Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to Provider under or in connection with the Agreement.

12.3 Customer shall only supply to Provider, and Provider shall only process, in each case under or in relation to the Agreement:

- (a) the Personal Data of data subjects falling within the categories specified in Section 1 of Schedule 3 (Data processing information); and

- (b) Personal Data of the types specified in Section 2 of Schedule 3 (Data processing information).
- 12.4 Provider shall only process the Customer Personal Data for the purposes specified in Section 3 of Schedule 3 (Data processing information).
- 12.5 Provider shall only process the Customer Personal Data during the Term, subject to the other provisions of this Clause 12.
- 12.6 Provider shall only process the Customer Personal Data on the documented instructions of Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws).
- 12.7 Customer hereby authorizes Provider to make the following transfers of Customer Personal Data:
- (a) Provider may transfer the Customer Personal Data internally to its own staff, providing that such transfers must be protected by appropriate safeguards;
 - (b) Provider may transfer the Customer Personal Data to its third-party processors in the jurisdictions identified in Section 5 of Schedule 3 (Data processing information) and may permit its third-party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and
 - (c) Provider may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.
- 12.8 Provider shall promptly inform Customer if, in the opinion of Provider, an instruction of Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 12.9 Notwithstanding any other provision of the Agreement, Provider may process the Customer Personal Data if and to the extent that Provider is required to do so. In such a case, Provider shall inform Customer of the legal requirement before processing, unless that law prohibits such information.
- 12.10 Provider shall ensure that persons authorized to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 12.11 Parties shall each implement appropriate technical and organizational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Section 4 of Schedule 3 (Data processing information).
- 12.12 Provider must not engage any third-party to process the Customer Personal Data without the prior specific or general written authorization of Customer. In the case of a general written authorization, Provider shall inform Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third-party processor, and if Customer objects to any such changes before their implementation, then Provider must not implement the changes. Provider shall

ensure that each third-party processor is subject to the same or equivalent legal obligations as those imposed on Provider by this Clause 12.

12.13 As at the Effective Date, Provider is hereby authorized by Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties identified in Section 5 of Schedule 3 (Data processing information).

12.14 Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organizational measures to assist Customer with the fulfilment of Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

12.15 Provider shall assist Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws

12.16 Provider must notify Customer of any Personal Data breach affecting the Customer Personal Data without undue delay.

12.17 Provider shall make available to Customer all information necessary to demonstrate the compliance of Provider with its obligations under this Clause 12.

12.18 Provider shall, at the choice of Customer, delete or return all of the Customer Personal Data to Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that requires storage of the relevant Personal Data.

12.19 Provider shall allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer in respect of the compliance of the Data Protection Laws and this Clause 12.

12.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the Parties shall use their best endeavors promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

13. Warranties

13.1 Provider warrants to Customer that:

- (a) Provider has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement;
- (b) Provider will comply with all applicable legal and regulatory requirements applying to the exercise of Provider's rights and the fulfilment of Provider's obligations under the Agreement; and
- (c) Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under the Agreement

13.2 Provider warrants to Customer that:

- (a) the Platform and Hosted Services will conform in all respects with the Hosted Services Specification;
 - (b) the Hosted Services will be free from Hosted Services Defects;
 - (c) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - (d) the Platform will incorporate security features reflecting the requirements of good industry practice.
- 13.3 Provider warrants to Customer that the Hosted Services, when used by Customer in accordance with the Agreement, will not breach any laws, statutes or regulations applicable under Danish law.
- 13.4 Provider warrants to Customer that the Hosted Services, when used by Customer in accordance with the Agreement, will not infringe the Intellectual Property Rights of any person under any applicable law.
- 13.5 If Provider reasonably determines, or any third-party alleges, that the use of the Hosted Services by Customer in accordance with the Agreement infringes any person's Intellectual Property Rights, Provider may at its own cost and expense:
- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
 - (b) procure for Customer the right to use the Hosted Services in accordance with the Agreement.
- 13.6 Customer warrants to Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement.
- 13.7 All of the Parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

14. Acknowledgements and warranty limitations

- 14.1 Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of the Agreement, Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 14.2 Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.
- 14.3 Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

14.4 Customer acknowledges that Provider will not provide any legal, financial, accountancy or taxation advice under the Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in the Agreement, Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by Customer will not give rise to any legal liability on the part of Customer or any other person.

15. Limitations and exclusions of liability

15.1 Nothing in the Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in the Agreement:

- (a) are subject to Clause 15.1; and
- (b) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event, any loss of profits or anticipated savings, any loss of revenue or income, any loss of use or production, any loss of business, contracts or opportunities, any loss or corruption of any data, database or software and/or any special, indirect or consequential loss or damage.

15.4 The liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed the greater of:

- (a) € 10,000.-; and
- (b) the total amount paid and payable by Customer to Provider under the Agreement in the 6-month period preceding the commencement of the event or events.

16. Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

- 16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 16.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

- 17.1 Either party may terminate the Agreement by giving to the other party at least 30 days' written notice of termination.
- 17.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of the Agreement.
- 17.3 Subject to applicable law, either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company re-organization where the resulting entity will assume all the obligations of the other party under the Agreement); or
 - (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

18. Effects of termination

- 18.1 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect in accordance with their express terms or otherwise indefinitely: (Clauses 1, 3.12, 7, 10.2, 10.4, 11, 12, 15, 18, 21 and 22).
- 18.2 Except to the extent expressly provided otherwise in the Agreement, the termination of the Agreement shall not affect the accrued rights of either party.
- 18.3 Within 30 days following the termination of the Agreement for any reason:
- (a) Customer must pay to Provider any Charges in respect of Services provided to Customer before the termination of the Agreement; and
 - (b) Provider must refund to Customer any Charges paid by Customer to Provider in respect of Services that were to be provided to Customer after the termination of the Agreement,
- without prejudice to the Parties' other legal rights.

19. Notices

- 19.1 Any notice from one party to the other party under the Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 19.2 and Section 3 of Schedule 1 (Hosted Services particulars)):
- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
 - (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,
- providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.
- 19.2 Provider's contact details for notices under this Clause 19 are as follows:
support@idsure.io.
- 19.3 The addressee and contact details set out in Clause 19.2 and Section 3 of Schedule 1 (Hosted Services particulars) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

20. Subcontracting

- 20.1 Provider must not subcontract any of its obligations under the Agreement without the prior written consent of Customer, providing that Customer must not unreasonably withhold or delay the giving of such consent.
- 20.2 Provider shall remain responsible to Customer for the performance of any subcontracted obligations.

20.3 Notwithstanding the provisions of this Clause 20 but subject to any other provision of the Agreement, Customer acknowledges and agrees that Provider may subcontract to any reputable third-party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21. General

21.1 No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach.

21.2 If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted.

21.3 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

21.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under the Agreement.

21.5 The Agreement is made for the benefit of the Parties, and is not intended to benefit any third-party or be enforceable by any third-party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third-party.

21.6 Subject to Clause 16.1, the Agreement shall constitute the entire agreement between the Parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.7 The Agreement shall be governed by and construed in accordance with Danish law.

21.8 The courts of Denmark shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

22. Interpretation

22.1 In the Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

22.2 The Clause headings do not affect the interpretation of the Agreement.

- 22.3 References in the Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 22.4 In the Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.