

## TRUSTMINDER TERMS OF SERVICE

*Last updated November 15 2025*

The Terms of Service below govern your use of the trustMinder Service. Capitalized terms used in these Service Terms but not defined below are defined in the trustMinder Master Service Agreement (MSA).

### 1 License SubscriptionS AND DEPLOYMENT

#### 1.1 RIGHT TO USE

Subject to Company's compliance with this Agreement, trustMinder hereby grants to Company a nonexclusive and non-transferable right to permit the Authorised Users to use the Service and the Documentation during the Term solely for the purposes set forth in this Agreement. trustMinder acknowledges that Company may use the Service for the benefit of Respondents, whether they are Respondents of Company or of any client of Company.

1.1A Additionally, on receipt of a request from Company to provide Services to an Affiliate of Company ("**Company Affiliate Services**"), trustMinder shall, subject to agreement of the form and the terms of an order form in respect of the Company Affiliate Services, enter into such order form with the applicable Affiliate of Company.

#### 1.2 SETUP SERVICE

To deploy the Service, trustMinder will work with the Company to design a bespoke solution for the Company and set up an account or accounts (each an "**Account**") based on information provided by Company (the "**Account Information**") (the "**Set up Service**"). Company represents and warrants that:

- (a) all Account Information provided by the Company is true and correct;
- (b) The Company shall keep all Account Information current throughout the Term of this Agreement; and
- (c) The Company will use the Account only for its own use and that of its Authorised Users. Company acknowledges that trustMinder shall not have any liability for errors in Account Information provided by Company or for Company's failure to keep Account Information current.

#### 1.3 THE COMPANY API KEY

trustMinder shall provide the Company with a unique identifier (the "**API Key**"), which consists of a "**Company Username**" and "**Company Password**", and which is used to authenticate the Company's use of the Service. The Company is solely responsible for controlling use of and access to its Company Key and trustMinder shall not have any liability to Company for unauthorised use of or access to the same.

#### 1.4 INTEGRATION WITHIN COMPANY SERVICE

As part of the Set Up Service, trustMinder will provide five (5) Business Days' assistance with the integration of the Service with the Company Services. Any integration or customization work beyond this will be charged as an additional support through professional services in

accordance with Schedule A of this Agreement.

## 1.5 AUTHORISED USERS

In relation to the Authorised Users, the Company undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Service and the Documentation shall not exceed the number of License Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any License Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Service and the Documentation;
- (c) each Authorised User shall use the Company Password for his use of the Service and and each Authorised User shall keep the Company Password confidential;
- (d) it shall permit trustMinder to audit the Service in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at trustMinder's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Company's normal conduct of business and such audit shall not, for the avoidance of doubt, require any access to the Company's premises;
- (e) if any of the audits referred to in clause 1.5(d) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to BSE Peak Holdings, Ltd other rights, the Company shall promptly disable such passwords and BSE Peak Holdings, Ltd shall not issue any new passwords to any such individual; and
- (f) if any of the audits referred to in clause 1.5(d) reveal that the Company has underpaid Fees to trustMinder, then without prejudice to trustMinder's other rights, the Company shall pay to trustMinder an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule A within 10 Business Days of the date of the relevant audit.

## 1.6 ADDITIONAL LICENSE SUBSCRIPTIONS

1.6.1 Subject to clause 1.6.2, the Company may, from time to time during any Term, notify BSE Peak Holdings, Ltd in writing that it wishes to purchase additional License Subscriptions in excess of the number set out in Schedule A and if this request is approved trustMinder shall grant access to the Service and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

1.6.2 If trustMinder approves the Company's request to purchase additional License Subscriptions, the Company shall, within 45 days of the date of trustMinder's invoice, pay to BSE Peaks, Ltd. Holding the relevant fees for such additional License Subscriptions as set out in Service Agreement.

## 1.7 USE OF THE SERVICE

The Company shall not:

(a) access, store, distribute or transmit any Viruses as part of its use of the Service; (b) use the Service for any improper, immoral, defamatory, fraudulent or unlawful purposes;

(c) knowingly permit the sending of any communication or storing of any information which is of an offensive, abusive, indecent, obscene or menacing nature in connection with the Service ("**Inappropriate Use**") and shall use reasonable endeavours to prevent any such Inappropriate Use; and/or

(d) use the Service in a manner that is otherwise illegal or causes damage or injury to any person or property;

and trustMinder reserves the right, without liability or prejudice to its other rights to the Company, to disable the Company's access to any material that breaches the provisions of this clause.

#### 1.8 USE OF THE SOFTWARE

The Company shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement,:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation in any form or media or by any means; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(c) access all or any part of the Service and/or the Documentation in order to build a product or service which competes with the Service and/or the Documentation; or

(d) use the Service and/or the Documentation to provide services to third parties (save as expressly contemplated by this Agreement); or

(e) use the Service for the purpose of spamming either in part or in whole; or

(f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service and/or the Documentation available to any third party except the Authorised Users, or

(g) attempt to obtain, or assist third parties in obtaining, access to the Service and/or the Documentation, other than as provided under this clause 1; and

(h) The Company shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Documentation and, in the event of becoming aware of any such unauthorised access or use, promptly notify trustMinder.

The rights provided under this clause 1 are granted to the Company only, and shall not be considered granted to any subsidiary or holding company of the Company.

#### 1.9 SERVICE LEVELS

### 1.9.1 Service Level Agreement

We have established our Service Level Agreement (SLA) program that outlines with full transparency the level of service you can expect from us.

### 1.9.2 Availability

Our goal is to provide 24x7 system availability of trustMinder (operated by trustMinder Technologies LTD), and we are so confident in our EU Amazon operated data centre that we offer subscription credits if availability falls below 99.98%. You receive a credit of 10% of your charge for the month in which the outage event(s) occurred for every percentage point that Service Availability falls below 99.98%, up to a maximum of 50% of the applicable subscription fees for that month. To receive a credit, you must submit a request to trustMinder within 15 days after the month in which the Service Availability outage event(s) occurred. Any credit will be applied against subsequent service Fees due to trustMinder.

In the event of a major disaster, trustMinder customers will be up and running with full functionality within 4 hours from another facility.

### 1.9.3 Data Integrity

trustMinder maintains regular backups of your data and ships transaction logs to an AWS EU-WEST S3 facility. If our primary facility goes down, we commit that no more than the last 2 hours of your transactions preceding the catastrophic event will be lost.

### 1.9.4 Scheduled Maintenance

We have a published weekly scheduled maintenance window during non-peak, non-standard hours for system maintenance - see <https://support.trustminder.ai/>. If an extended maintenance period is required, the maintenance will be scheduled when it will have the least impact on our customers whenever possible (usually nights or weekends). For extended maintenance periods, we will notify you 48 hours in advance via an announcement on the trustMinder product homepage.

### 1.9.5 Rapid Response

If you contact our Customer Support organization we will provide an immediate acknowledgement, as well as a response, within 4 business hours. For P1 critical issues that cannot be resolved within a 24 hour time period, we will provide an update within that time and continue to update you with additional information as it's available.

### 1.9.6 Product Quality

Our goal is to provide a high quality product that operates as described in our online product documentation. If issues are encountered with trustMinder applications, we will address reported issues according to the following priority levels:

Priority	Description	Action & Response Time
Red	System down: API is not operational and no Workaround is available.	trustMinder will work continuously until resolved. Target resolution goal: Average resolution goal is within 4 hours of a reproducible case being reported.
1	Severe Impact: A major function is not working (unable to open clicked trustMinder - links). <ul style="list-style-type: none"><li>• Reproducible errors which result in a lack of application functionality or intermittent system failure.</li></ul>	Good faith efforts by trustMinder to provide: <ul style="list-style-type: none"><li>• A Workaround within 24 hours of notification. If a Workaround is provided, then a plan for correction of the error will be provided within 5 business days of notification, with a target for completion within 20 business days; or</li><li>• If a Workaround is not provided then a plan for correction of the error will be provided within 2 business days of notification for completion within 5 business days.</li></ul>

2	Moderate impact: • Reproducible errors causing malfunction of non-critical functions( Dashboard, Analytics). • Customer is able to use the application with the issue outstanding	Good faith efforts by trustMinder to provide: • A Workaround within 7 business days of notification on average. If a Workaround is provided, then a plan for correction of the error will be provided within 15 business days of notification, on average, for completion within 60 days, on average; or • If a Workaround is not provided then a plan for correction of the error will be provided within 5 business days of notification on average, with a target for completion within 20 business days on average
E	Enhancement Request	Enhancement requests will be reviewed on a monthly basis

**Note:** Support Hours and Days specified are based on trustMinder’s normal business hours

#### 1.9.7 Company Data Ownership

Your data is your data, and we will not hold it hostage if you decide to move to another solution. If you decide to move to another solution, we will help you export your data for a nominal fee.

#### 1.9.8 New Features

We will announce the availability of new features monthly on the trustMinder Support product home page and via the quarterly trustMinder Update.

#### 1.9.9 **Service Availability** is computed using the following definitions.

**System:** trustMinder application service, accessible over the network via web protocols, up to and including trustMinder Internet connection. Network problems beyond that point, such as ISP problems, Internet backbone problems or customer network problems are excluded. Problems caused by software running on customers’ computers are also excluded.

**System Outage Hours:** Total time during a given month in which the System is unavailable, excluding scheduled system maintenance times.

**Total Hours:** Number of hours contained in a given month, excluding Scheduled Maintenance time.

**Service Availability:** The percentage of Total Hours during a given month in which the System was available is computed as follows:

$100 \times (\text{Total Hours} - \text{System Outage Hours}) / \text{Total Hours}$

Calculation of Service Availability excludes system outages caused by force majeure, i.e. acts of God, war civil unrest, acts of government and any other circumstances beyond trustMinder reasonable control (provided that failures of trustMinder’s sub-contractors are not excepted from the system outage hours calculation).

A “**Workaround**” is a response that solves a problem or system issue by the use of alternate methods or a change in procedures in place of a program modification.

#### 1.10 trustMinder BRANDING

##### 1.10.1

Subject to Clause 1.9.1A, the Service (including any amendments or additional elements which may be added to the Service by agreement between the Parties) will be deployed using trustMinder branding, including but not limited to the Specified URLs and the Specified Survey Footers (the “**trustMinder Marks**”).<sup>1</sup>

#### 1.10.1.a

The Company may, in the account provided to the Company by trustMinder as part of the Service, remove the Specified Survey Footers and deploy the Service with alternative branding required by it or by its clients PROVIDED ALWAYS that the Company shall not remove the Specified Survey Links unless the removal of the Specified Survey Links is agreed in advance between the Company and trustMinder in writing.

#### 1.10.2

If an alternative URL to a Specified URL is requested by the Company trustMinder will make every effort to source and put in place a suitable alternative or to integrate Company owned URLs as an additional support charged through professional services in accordance with Schedule A of this Agreement.

#### 1.10.3

For the avoidance of doubt, the Company acknowledges and accepts that, subject to Clause 1.9.1A, the trustMinder Marks may be displayed on the Specified URLs and the Specified Survey Footers as part of the Service, provided that in no event shall the trustMinder Marks be more prominent than Company branding on the Company sites.

#### 1.11 3RD PARTIES

The Company acknowledges that the Service may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. trustMinder makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Company, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Company and the relevant third party, and not trustMinder. trustMinder recommends that the Company refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. trustMinder does not endorse or approve any third-party website nor the content of any of the third party website made available via the Service.

### 2 THE COMPANY'S OBLIGATIONS

The Company shall:

#### 2.1 Provide trustMinder with:

##### 2.1.1 All necessary co-operation in relation to this Agreement; and

##### 2.1.2 All necessary access to such information as may be required by trustMinder in order to provide the Service, including but not limited to Company Data, Account Information, security access information and configuration services;

#### 2.2 comply with any reasonable instructions issued by trustMinder with respect to its use of the Service and co-operate with trustMinder in its reasonable security and other checks;

#### 2.3 comply with all Applicable Laws with respect to its use of the Service and its activities under this Agreement;

- 2.4 carry out all other Company responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Company's provision of such assistance as agreed by the parties, trustMinder may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 2.5 Ensure that the Authorised Users use the Service and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 2.6 obtain and shall maintain all Required Permissions necessary for trustMinder, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;
- 2.7 ensure that its network and systems comply with the relevant specifications provided by BSE Peak Holdings, Ltd from time to time; and
- 2.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to trustMinder's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Company's network connections or telecommunications links or caused by the internet.

### 3 trustMinder's OBLIGATIONS

- 3.1 trustMinder undertakes that the Service will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 3.2 The undertaking at clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to trustMinder's instructions, or modification or alteration of the Service by any party other than trustMinder or its authorised contractors or agents. If the Service does not conform with the foregoing undertaking, trustMinder will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Company with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Company's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1. Notwithstanding the foregoing, trustMinder:
  - 3.2.1 does not warrant that the Company's use of the Service will be uninterrupted or error-free; or that the Service, Documentation and/or the information obtained by the Company through the Service will meet the Company's requirements; and
  - 3.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Company acknowledges that the Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities. trustMinder shall use reasonable endeavours to provide support to the Company in the event of technical problems related to the Service in accordance with the Service Levels.
- 3.3 trustMinder shall use reasonable endeavours to provide support to the Company in the event of technical problems related to the Service in accordance with the Service Levels

and the Support Services Policy. trustMinder shall, as part of the Service and at no additional cost to the Company, provide the Company with trustMinder's standard customer support services during Normal Business Hours in accordance with trustMinder's Support Services Policy in effect at the time that the Services are provided. The trustMinder Support Services Policy will automatically enable the Company to receive each of the quarterly product release updates during the Term. Benefits include:

- Scheduled maintenance;
- Performance improvements and Software development (which may include integration of 3rd party applications & services such as Delivery Platforms (SMS, EMAIL, IM), Analytic Engines, NLP engines, research panels and Social Networks); and
- Bug fixes.

## 4 PROPRIETARY RIGHTS

### 4.1 trustMinder DATA OWNERSHIP

The Company acknowledges and agrees that trustMinder and/or its applicable licensors retain all right, title, and interest in and to the method of delivery of the Service and the Documentation, all integration guides and materials, and all Intellectual Property Rights associated thereto. Except as expressly stated herein, this Agreement does not grant the Company any Intellectual Property Rights, or any other rights or licences in respect of the Service or the Documentation.

### 4.2 COMPANY DATA OWNERSHIP

The Parties acknowledge and agree that, subject to the license grants contained in this Agreement the Company and/or its applicable licensors retain all right, title, and interest in all of the Account Information, Company Data, and all Intellectual Property Rights associated thereto. The Company and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Account Information, the Company Data.

### 4.3 THIRD PARTY IP RIGHTS

In its use of the Service the Company shall ensure that it will not send or upload anything which in any way breaches the Intellectual Property Rights of any third party.

## 5 DATA PROTECTION

### 5.1 DEFINITIONS

The following definitions apply to this clause 5:

**Data Protection Legislation:** any Applicable Law relating to the processing, privacy, and use of Personal Data, as applicable to the Company, trustMinder and/or the Service, including

- (i) the Data Protection Acts 1988 to 2003 and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, and any laws or regulations implementing Directive 95/46/EC (**Data Protection Directive**) or Directive 2002/58/EC (**ePrivacy Directive**); and/or the General Data Protection Regulation (EU) 2016/679 (**GDPR**), any corresponding or equivalent



national laws or regulations and any laws or regulations repealing or replacing the ePrivacy; and

(ii) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority;

- **Personal Data:** has the meaning set out in the Data Protection Legislation.
- **Processing and process:** have the meaning set out in the Data Protection Legislation.
- **Data Controller:** has the meaning given to that term (or to the term 'controller') in the Data Protection Legislation;
- **Data Processor:** has the meaning given to that term (or to the term 'processor') in the Data Protection Legislation;
- **Data Subject:** has the meaning given to that term in the Data Protection Legislation;
- **User Personal Data:** the Personal Data of any Authorised User and/or End User which BSE Peak Holdings, Ltd has access to pursuant to this Agreement.

## 5.2 HOSTING AND BACK-UP

trustMinder uses a third party provider (currently AWS EU West (Dublin)) to host the Service including any Company Data, and to maintain regular backups of Company Data and ship transaction logs. As at the date of this Agreement, trustMinder also maintains a seven-day rolling backup of certain data. In the event of any loss or damage to Company Data, the Company's sole and exclusive remedy shall, except where such loss or damage to Company Data results from any unauthorised access, extraction or removal of Company Data, be for trustMinder to use reasonable commercial endeavours to restore the lost or damaged Company Data from the latest back-up of such Company Data maintained on behalf of trustMinder. trustMinder shall not be responsible for any loss, destruction, alteration or disclosure of Company Data caused by any third party (except those third parties sub-contracted by trustMinder).

## 5.3 PRIVACY

trustMinder shall, in providing the Service, comply with its Privacy Policy relating to the privacy and security of the Company Data available from the trustMinder website at <https://trustminder.ai> or such other website address as may be notified to the Company from time to time, as such document may be amended from time to time by trustMinder in its sole discretion. trustMinder shall notify the Company of any material amendment to the Privacy Policy from time to time.

## 5.4 USER PERSONAL DATA

In respect of the User Personal Data that trustMinder will process on the Company's behalf when performing its obligations under this Agreement, or otherwise, the parties record their intention that the Company shall be the Data Controller and trustMinder shall be a Data Processor and:

### 5.4.1 *trustMinder SHALL;*

5.4.1.1 comply with all Data Protection Legislation in connection with the processing of User Personal Data, the Service and the exercise and performance of its respective rights and obligations under this Agreement;

5.4.1.2 unless required to do otherwise by Applicable Law, process the User Personal Data only

in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Company from time to time;

5.4.1.3 if any Applicable Law requires it to process User Personal Data other than in accordance with the Company's instructions, notify the Company of any such requirement before processing the User Personal Data (unless Applicable Law prohibits such notification on important grounds of public interest);

5.4.1.4 ensure that all employees:

5.4.1.4.1 are informed of the confidential nature of the User Personal Data; 5.4.1.4.2 have undertaken training in the laws relating to handling personal data; and 5.4.1.4.3 are aware both of trustMinder's duties and their personal duties and obligations under such laws and this Agreement;

5.4.1.5 if it receives any request from a Data Subject for access to that person's User Personal Data, or any complaint, notice or communication which relates directly or indirectly to the processing of the User Personal Data or to either party's compliance with the Data Protection Legislation, notify the Company within three Business Days and provide the Company with full co-operation and assistance in relation to any such request, complaint, notice or communication, and shall not respond to any Data Subject request or complaint without the Company's prior written approval;

5.4.1.6 trustMinder shall not transfer the User Personal Data to any country outside the European Economic Area (EEA) or to any international organisation, except where such transfer is necessary to comply with any Applicable Law and such transfer has been notified to the Company in writing, without the Company's prior written consent or other than as envisaged by this Agreement (for example where Company expressly directs trustMinder to transfer relevant data, or where an Authorised User/Affiliate is located outside the EEA);

5.4.1.7 maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Company, and at the Company's request, shall in a timely manner (and in any event within three Business Days) provide to the Company a copy of all User Personal Data held by it;

5.4.1.8 notify the Company without undue delay (wherever possible, no later than 24 hours after becoming aware) if it becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any User Personal Data;

5.4.1.9 comply, without delay, with any request from the Company requiring trustMinder to amend, transfer, return or delete the User Personal Data; and

5.4.1.10 provide access reasonable access for the Company, or its auditors (where practicable, during normal business hours) to the facilities, equipment, premises and sites on which User Personal Data is held, and to any other equipment or facilities used in the provision of the Service, for the purpose of demonstrating compliance by trustMinder with its obligations under Data Protection Legislation provided that the Company gives BSE Peak Holdings, Ltd reasonable prior notice of such audit and/or inspection. trustMinder shall permit Company's clients to exercise the above audit rights where a client is required under Applicable Laws to have relevant audit rights over all third parties with access to applicable data, provided that Company shall use reasonable endeavours to satisfy the relevant client through alternative means than a direct audit right. Any costs associated with the audit shall be borne by each party and neither party will be responsible for the

costs of the other party in connection with the audit;

- 5.4.1.11 comply with reasonable requests for information received from clients of Company or their auditors for the purpose of demonstrating compliance by trustMinder with its obligations under Data Protection Legislation;
- 5.4.1.12 provide reasonable assistance to the Company in ensuring compliance with Company's obligations in Articles 32 to 36 of the GDPR;
- 5.4.1.13 ensure that any contract between trustMinder and a subprocessor of relevant Personal Data incorporates the provisions of this clause 8.4.1 (or where not possible having used reasonable endeavours, the requirements of Article 28, and 33(2) of GDPR); and
- 5.4.1.14 immediately notify Company if in trustMinder's opinion, an instruction from the Company infringes the GDPR or other relevant data protection law.

#### 5.4.2 *THE COMPANY SHALL;*

- 5.4.2.1 comply with all Data Protection Legislation in respect of the performance of its obligations under this Agreement.
- 5.4.2.2 ensure that its privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what User Personal Data the Company is sharing with a category of subprocessor which trustMinder falls into, the circumstances in which it will be shared, the purposes for the data processing, and shall ensure that it complies with Data Protection Legislation in connection with the use, processing and transfer of User Personal Data.;
- 5.4.2.3 ensure that the Company is entitled to transfer the relevant User Personal Data to BSE Peak Holdings, Ltd so that trustMinder may lawfully use, process and transfer the personal data in accordance with this Agreement on the Company's behalf;

#### 5.4.3 *EACH PARTY SHALL*

- 5.4.3.1 take appropriate technical and organisational measures against unauthorised or unlawful processing of User Personal Data or its accidental loss, destruction or damage, sufficient to meet the requirements of Data Protection Legislation and ensure the protection of the rights of Data Subjects. Each party shall comply with the information security exhibit at Schedule D to this Agreement;

### 5.5 USER DATA COLLECTION, USE, AND OWNERSHIP

As the Company and/or End User (the “**User**”) opens trustMinder URL link and access BSE Peak Holdings, Ltd server trustMinder may collect certain non-personally identifiable information such as browser type, session information, browser cookies, IP address, device ID, carrier user ID (the “**User Data**”) for the purposes of optimising the End User's experience. User Data collected by trustMinder shall be owned by trustMinder and shall be subject to BSE Peak Holdings, Ltd then-current Privacy Policy available from the trustMinder website at [www.trustminder.ai](http://www.trustminder.ai). During and after the Term of this Agreement, trustMinder shall use this User Data solely to comply with its legal obligations and to fulfill trustMinder's obligations hereunder. Except as stated above, User Data collected by Company on Company Service shall be owned by Company.

## 6 CONFIDENTIALITY

### 6.1 DEFINITIONS

“**Confidential Information**” includes without limitation, any and all proprietary information

including but not limited to: (a) any and all technical and non-technical information, computer code and data, in any format, future and proposed technologies, business, products and services, development, design details and specifications, the Documentation, Company Data, Account Information, Company lists, sales reports, statistics, specifications, materials, guidelines and documentation, including this Agreement and its terms; and (b) any other information designated in writing by the Discloser as “Confidential” or an equivalent designation or any information reasonably understood as confidential by the Recipient. Confidential Information does not include (i) information that has become publicly known other than through any act or omission of the Recipient, (ii) information that has been independently developed by the Recipient without access to the Discloser’s Confidential Information, as evidenced in writing; or (iii) information that was rightfully received by the Recipient from a third party that had no obligation to keep it confidential.

## 6.2 NON-USE, NON-DISCLOSURE AND OWNERSHIP

6.2.1 Each Party (“**Recipient**”) shall hold the other’s Confidential Information in confidence and shall not use it for any purpose other than the intended use set forth herein, and unless required by law, shall not disclose, disseminate or otherwise publish or communicate Confidential Information received hereunder to any person, firm, corporation or other third party without the prior written consent of the disclosing Party (“**Discloser**”), except to employees, contractors, financial and legal advisors, and Affiliates who have a need to know, who have been informed of the Confidentiality obligations hereunder, and who have agreed in writing or are obligated as a matter of law, to maintain the Confidential Information in accordance with the terms of this Agreement.

6.2.2 The Recipient agrees to use the same degree of care that it uses to protect its own confidential information of a like nature from unauthorised disclosure, but in no event less than a reasonable degree of care.

6.2.3 The confidentiality restrictions in this clause 6 will not apply; to Confidential Information which is required to be disclosed by Recipient by law by a governmental authority, by court order, discovery or administrative or quasi-administrative process, however, Recipient must, to the extent lawful, provide notice to Discloser as soon as practicable of the disclosure demand and take all reasonable steps to limit disclosure of Discloser’s Confidential Information.

6.2.4 The Parties recognise and agree that nothing contained in this Agreement will be construed as granting any property right, by license or otherwise, to any Confidential Information of Discloser. Parties shall not, and shall not allow any party on its behalf to, copy, modify, reverse engineer, disassemble any Confidential Information. Parties further agree not to export or re-export (within the meaning of Irish or applicable other export control laws or regulations) any Confidential Information in any form.

6.2.5 The Parties agree that any violation or threatened violation of this clause 6 will cause irreparable injury to the Discloser, entitling the Discloser to seek injunctive relief in addition to all legal remedies.

## 7 REGULATORY ASSISTANCE

trustMinder shall on reasonable written request in advance from Company, a client of Company, or a regulator of either, assist the relevant entity with its request. Where BSE Peak Holdings, Ltd

considers that the steps necessary to comply with the request would constitute an unreasonable burden, trustMinder shall be entitled to recover reasonable costs in connection with complying with the request from Company, subject to prior notification to Company of the amount of costs.