

# MARKET DATA SUPPLY SERVICES – GENERAL TERMS AND CONDITIONS

## 1. SCOPE AND ACCEPTANCE

1.1. These Market Data Supply Services General Terms and Conditions of BrokerCreditService (Cyprus) Limited (the “**Terms**”) form standard agreement on terms and conditions upon which BrokerCreditService (Cyprus) Limited, a company incorporated and validly existing under the laws of the Republic of Cyprus, whose registered office is at Suite 2, Geopyxis Center, 168 Makariou III Avenue, 3027 Limassol, Cyprus (“**BCS**”) and any other entity (“**Customer**”) may from time to time enter into Service Order Forms in which BCS agrees to supply the services, including the supply of any data (the “**Service**”) to Customer and the Customer agrees to pay for and use the Services subject to the terms and conditions contained in these Terms and the relevant Service Order Form.

1.2. By entering into any Service Order Form with BCS, Customer agrees and accepts these Terms. These Terms will apply to any and all Service Order Forms between Customer and BCS, subject to the terms of any other agreement relating to any specific business or transaction between the parties. For the avoidance of doubt, BCS shall be under no obligation to enter into each Service Order Form Customer may offer to enter into from time to time.

1.3. In respect of any Service, these Terms and the relevant Service Order Form shall together constitute a single, integrated agreement between the parties. In the event of any conflict between the terms and conditions of these Terms and any Service Order Form, the order of precedence shall be: (i) the Service Order Form; (ii) these Terms.

1.4. Except as otherwise provided herein, these Terms may be varied only by a written amendment signed by both parties. BCS may vary these Terms at any time without consultation with Customer. BCS undertakes to notify Customer of any material changes to these Terms by posting updated versions of the Terms on [www.bcsyprus.com](http://www.bcsyprus.com) and unless BCS notifies Customer otherwise, any such amendment shall take effect after 10 (Ten) Business Days from the date of posting updated versions of the Terms, provided that no variation shall affect Service Order Forms executed prior or to the time of such variation.

## 2. DEFINITIONS

2.1. Terms and definitions, listed in this clause 2, as well as definition of the parties given above shall have the same meaning in these Terms, any Service Order Forms and additional agreements hereto, unless otherwise agreed in writing.

- (a) “**Confidential Information**” means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services who need to know the confidential information in question (“**Representatives**”) to the other party and that party's Representatives in connection with these Terms, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure. The term Confidential Information does not include any information that (i) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of these Terms) (ii) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party (iii) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party (iv) was known to the receiving party before the information was disclosed to it by the disclosing party; or (v) the parties agree in writing is not confidential or may be disclosed.

- (b) **“Customer System”** means any information technology system or systems owned or operated by Customer to which Services are delivered in accordance with these Terms;
- (c) **“Force Majeure Event”** means any event arising due to causes beyond such party’s reasonable control, including by way of example, but not limited to, act of God, insurrection or civil disorder, acts of governmental or military authorities, strikes, civil unrests, terrorism, war, fire, flood, strike, lightning, inclement weather, prolonged general power outages, or other events analogous to the foregoing which would occur after the execution of these Terms and would prevent a party from or hinder or delay party’s duly performance hereunder;
- (d) **“Initial Term”** means the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in a Service Order Form;
- (e) **“Market Data”** means the data distributed by BCS to the Customer under these Terms all intellectual property rights in which are property of BCS’ licensor(s) as hereby acknowledged by Customer;
- (f) **“Renewal Period”** means the period described in clause 7.2.;
- (g) **“Service Commencement Date”** means the date in respect of the particular Service specified as such in a Service Order Form;
- (h) **“Service Order Form”** means an order submitted by Customer requesting Service in a form designated by BCS and accepted by BCS in writing in accordance with clause 3.1.;
- (i) **“Term”** means the Initial Term and any Renewal Periods;
- (j) **“Business Day”** means a day other than a Saturday, Sunday or public holiday in the Republic of Cyprus when banks in Limassol are open for business.

2.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.5. A reference to writing or written includes faxes and e-mail.

2.6. All headings are for convenience only and do not affect the interpretation of these Terms.

2.7. A reference to a party includes a reference to that party's successors in title, permitted assignees and transferees (if any).

### 3. SERVICE ORDERS

#### *Submission and Acceptance*

3.1. To order Service, Customer may submit to BCS a Service Order Form. Service Order Forms shall contain a description of the Service, charges, the Initial Term and shall be signed by Customer. A Service Order Form shall only become binding upon acceptance by BCS, which shall occur upon countersignature by BCS.

#### *User Subscriptions*

3.2. Subject to Customer purchasing the User Subscriptions in accordance with clause 3.9. and clause 5.1., the restrictions set out in this clause 3 and the other terms and conditions of these Terms, BCS hereby grants to Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Term solely for the Customer's internal business purposes.

3.3. In relation to the Authorised Users, Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;

- (b) it will not allow or suffer any User 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 Services;
- (c) each Authorised User shall keep a secure password for his use of the Services and that each Authorised User shall keep his password confidential;
- (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to BCS within 3 (Three) Business Days of BCS' written request at any time or times;
- (e) it shall permit BCS to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at BCS' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (f) if any of the audits referred to in clause 3.2. (e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to BCS other rights, Customer shall promptly disable such passwords and BCS shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 3.2. (e) reveal that Customer has underpaid Fees to BCS, then without prejudice to BCS other rights, Customer shall pay to BCS an amount equal to such underpayment as calculated in accordance with the prices set out in the relevant Service Order Form within 10 (Ten) Business Days of the date of the relevant audit.

3.4. The Customer shall not:

- (a) 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 these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Market Data (as applicable) in any form or media or by any means; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (c) use the Services to provide services to third parties; or
- (d) subject to clause 10.7., license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; and

3.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify BCS.

3.6. The rights provided under this clause 3 are granted to Customer only, and shall not be considered granted to any subsidiary or holding company of Customer.

*Additional User Subscriptions*

3.7. Subject to clause 3.2. and 3.3., Customer may, from time to time during any Term, purchase additional User Subscriptions in excess of the number set out in the relevant Service Order Form and BCS shall grant access to the Services to such additional Authorised Users in accordance with the provisions of these Terms.

3.8. If Customer wishes to purchase additional User Subscriptions, Customer shall notify BCS in writing. BCS shall evaluate such request for additional User Subscriptions and respond to Customer with approval or rejection of the request.

3.9. If BCS approves the Customer's request to purchase additional User Subscriptions, Customer shall pay to BCS the relevant fees for such additional User Subscriptions as set out in the relevant Service Order Form and, if such additional User Subscriptions are purchased by Customer part way through the Initial Term or any Renewal

Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Term or then current Renewal Period (as applicable).

#### **4. SERVICES**

##### *Services*

4.1. BCS shall, during the Term, provide the Services subject to the terms of these Terms and the applicable Service Order Forms. The Customer acknowledges that the Services are provided to contribute to the achievement of the provision of investment services, permitted by BCS' authorisation No. 048/04 KEPEY issued by the Cyprus Securities and Exchange Commission on 8<sup>th</sup> October 2004, as amended.

4.2. BCS may change at any time, with as much prior notice to the Customer as is reasonably practicable the content, format or nature of the Market Data or the Services and the means of access to the Market Data or the Services.

4.3. BCS does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by Customer will meet the Customer's requirements. BCS 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 Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

##### *Permitted Use*

4.4. BCS shall regard Customer as the sole end-user of the Services, acting for its own benefit. The Customer shall use the Services for its internal business purposes only. The Customer shall not use the Services for any purpose contrary to any law or regulation or any regulatory code, guidance or request and shall comply with all applicable laws and regulations with respect to its activities under these Terms.

##### *Connection*

4.5. BCS shall use reasonable efforts to make connection to the Services available on the Commencement Date. The Customer shall ensure that it promptly complies with any minimum hardware configuration requirements specified by the Supplier for the purpose of establishing connectivity between the Customer System and the Services. Each party shall bear its own costs of establishing that connectivity.

##### *Proprietary Rights*

4.6. The Customer acknowledges and agrees that BCS and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, these Terms do not grant Customer any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

##### *Unauthorised Use*

4.7. Customer shall use all reasonable endeavours to prevent any unauthorised access to, or non-permitted use of, the Services. In the event of any such unauthorised access or non-permitted use, Customer shall promptly notify BCS and promptly take all reasonable steps to enforce compliance herewith, prevent further breach. If any unauthorised or non-permitted use is made of the Services, BCS may suspend the delivery of the Services to Customer without prejudice to BCS' other rights and remedies.

4.8. If any unauthorised use is made of the Services and such use is attributable to the act or default of Customer then, without prejudice to BCS other rights and remedies, Customer shall immediately be liable to pay BCS an amount equal to the fees that BCS would have charged, together with interest at the rate provided for in clause 5.5., had BCS authorised the unauthorised user at the beginning of the period of that unauthorised use from the date of such use to the date of payment.

##### *Third Party Providers*

4.9. The Customer acknowledges that the Services may enable or assist it to access the content of third parties and that it does so solely at its own risk. BCS makes no representation or commitment and shall have no liability

or obligation whatsoever in relation to the content or use of any such third-party content. BCS does not endorse or approve any third-party content made available via the Services.

## **5. BILLING AND PAYMENT**

### *Charges*

5.1. BCS shall invoice Customer, and Customer shall pay BCS, for the Services at the rates set out in a Service Order Form, except as otherwise provided in these Terms. BCS shall invoice Customer (i) for non-recurring charges, on acceptance by BCS of a Service Order Form; and (ii) for recurring charges, in advance on a quarterly basis starting on the Service Commencement Date, unless monthly or annual billing is agreed in a Service Order Form, in which case monthly or annually in advance. Except as otherwise provided in these Terms, all amounts and fees stated or referred to in these Terms are non-cancellable and non-refundable. Customer has no right to set off any claims or judgments against any amounts due and owing under these Terms.

5.2. BCS shall have the right to modify the charges due and the calculation criteria thereof by giving written notice to Customer in accordance with clause 10.1. at least thirty (30) calendar days prior to the date such modification is to take effect. Where that modification results in an increase in the charges greater than 10 per cent of the charges calculated for the period from the Service Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect (in the case of the second or any subsequent increase) up to the date of the notice, Customer shall have the right to terminate the relevant Service Order Form (in writing) within twenty (20) calendar days following the receipt of the aforementioned notice.

### *Payment*

5.3. Customer shall pay all invoices unless disputed in good faith in accordance within 30 calendar days of the date of invoice in the currency in which the invoice is rendered free of all bank charges, withholding or other deduction. Time shall be of the essence regarding the Customer's obligations to make payments in accordance with this clause 5 and such obligations are material obligations for the purpose of clause 7.4.(b).

### *Payment Disputes*

5.4. Customer is responsible for all charges for Services, even if incurred as a result of unauthorised use. If Customer disputes an invoice in good faith, Customer must pay the undisputed amount and submit written notice of the disputed amount with supporting details, including invoices and Services in dispute, reasons for the dispute and reasonably supporting documentation. Disputes must be submitted in writing within 30 days from the date of an invoice; otherwise, such invoice shall be deemed accepted by Customer. Any amounts disputed pursuant to this clause and resolved in favour of BCS shall be due and payable by Customer within 10 (Ten) Working Days of the resolution of the dispute.

### *Interest*

5.5. Any amounts not paid when due shall bear interest until paid, including after judgment, at a rate of 8.5% per annum.

### *Taxes*

5.6. Customer is responsible for all transaction, sales, use, consumption, value-added or other related taxes, fees, duties and surcharges (including regulatory surcharges, which may be invoiced as a percentage of the overall for Service), arising out of or in connection with the provision of Service, and such charges which shall be paid by Customer at the rate and in the manner for the time being prescribed by law.

## **6. CUSTOMER OBLIGATIONS**

### *Cooperation and Information*

6.1. The Customer undertakes to provide cooperation in the provision and continued operation of Service as reasonably requested by BCS from time to time. Customer shall supply BCS with all the information and/or documentation required for provision of the Service.

6.2. The Customer undertakes to ensure that the Authorised Users use the Services in accordance with the terms and conditions of these Terms and shall be responsible for any Authorised User's breach of these Terms.

#### *Equipment*

6.3. The Customer undertakes to ensure that its network and systems comply with the relevant specifications provided by BCS from time to time and shall be solely responsible for procuring and maintaining its network connections and telecommunications links from Customer System to the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

#### *Data Security*

6.4. The Customer undertakes to comply with accepted principles of data security. Customer must e.g. keep confidential access data or passwords provided by or through BCS. If Customer passes this information to third parties or gives third parties access to this information, Customer is responsible for use of the Services by third parties.

#### *Disruption*

6.5. Customer undertakes to use reasonable endeavours to notify BCS without delay of defects or faults arising in the Services. BCS shall use commercially reasonable endeavours to make the Services available at all times as specified in these Terms and the Service Order Form except for scheduled or emergency maintenance notified to Customer by BCS as soon as reasonably feasible.

## **7. TERM AND TERMINATION**

#### *Initial Term*

7.1. These Terms shall continue, subject to the remaining terms of these Terms, until terminated by either party. The Term of a Service Order Form shall commence on the Service Commencement Date and continue for the Initial Term and any Renewal Periods in accordance with clause 7.2. unless otherwise terminated in accordance with these Terms.

#### *Extension of Term*

7.2. Unless otherwise specified in a Service Order Form on the expiration of the then current Term (including the Initial Term), the Term shall automatically be extended for a period equal to the Initial Term ("Renewal Period"), unless a party gives 90 days prior written notice to the other party to terminate.

#### *End of Term*

7.3. At the end of the Term for each Service Order Form BCS shall finally cease to provide all the Services provided under that Service Order Form without prior notice.

7.4. Without prejudice to any rights that have accrued under these Terms or any of its rights or remedies, BCS may terminate these Terms and/or any Service Order Form to the extent affected by the breach or default, in whole or in part with immediate effect by giving written notice to Customer if:

- (a) Customer fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 14 days after being notified in writing to make that payment;
- (b) Customer commits a material breach of any term of these Terms (other than failure to pay any amounts due under these Terms) and (if that breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) BCS reasonably determines that the provision of the Services to Customer has become unlawful;
- (d) BCS ceases to render Services or suspends provision of a Service to all customers;
- (e) Customer suspends, or threatens to suspend, payment of its debts;
- (f) Customer is unable to pay its debts as they fall due or admits inability to pay its debts;
- (g) Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its

- creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction;
- (h) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Customer other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction;
  - (i) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Customer;
  - (j) the holder of a qualifying floating charge over the assets of Customer has become entitled to appoint or has appointed an administrative receiver;
  - (k) a person becomes entitled to appoint a receiver over the assets of Customer or a receiver is appointed over its assets;
  - (l) a creditor or encumbrancer of Customer attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of Customer's assets and that attachment or process is not discharged within 14 days;
  - (m) any event occurs or proceeding is taken with respect to Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.4. (e) to clause 7.4. (l) (inclusive);
  - (n) Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - (o) a default, event of default or other similar condition or event (however described) in respect of Customer occurs or exists under one or more agreements or instruments with BCS which has resulted in the relevant obligations becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments before it would otherwise have been due and payable.

#### *Suspension*

7.5. Without prejudice to any other rights and remedies BCS may, without liability to Customer, suspend provision of the Service in circumstances in which it is entitled to terminate in whole or part in respect of that Service on giving not less than 3 (Three) Business Days prior notice in writing to Customer of its intention to do so. Such suspension shall be without prejudice to BCS' right to terminate.

#### *Effect of Termination*

7.6. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect. Termination of these Terms, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination. On any termination of these Terms for any reason or expiry of the Term, Customer shall immediately pay any outstanding amounts owed to BCS under these Terms and, within a reasonable period of termination or expiry ensure that there is no further use of the Services by Customer. Upon early termination by Customer, except as set out in clause 5.2 here above, or termination by BCS as result of Customer's default, in addition to all amounts due and owing for the Services already provided, Customer shall pay to BCS an early termination charge equal to the greater of: (a) the sum of (i) 90% of the monthly charges for the remainder of the Initial Term; and (ii) in the case of termination of Service with a Term greater than 12 months or during an extension to the Term, 85% of the monthly charges for the remainder of the then current Term; or (b) any third-party costs payable by BCS in connection with the terminated Service. Customer agrees that the early termination charge payable in accordance with clause 7.6. represents a genuine pre-estimate of the loss to BCS that would arise on termination in the circumstances described and does not constitute a penalty.

7.7. Immediately following termination of any Service, all licences granted in respect thereto shall immediately terminate.

## **8. PERMITS AND APPROVALS**

The Customer will at its own expense obtain all permits and approvals required for its use of the Service.

## **9. LIMITATION OF LIABILITY AND INDEMNITY**

9.1. This clause 9 sets out the entire financial liability of BCS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Customer (a) arising under or in connection with these Terms or any Service Order Form (b) in respect of any use made by Customer of the Services or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms or any Service Order Form.

9.2. The Customer acknowledges that (a) Customer assumes sole responsibility for results obtained from the use of the Services by Customer, and for conclusions drawn from such use. BCS shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to BCS by Customer in connection with the Services, or any actions taken by BCS at the Customer's direction (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and (c) it is in the best position to ascertain any likely loss it may suffer in connection with these Terms, that it is therefore responsible for making appropriate insurance arrangements to address the risk of any such loss and that the provisions of this clause 9 are reasonable in these circumstances.

9.3. Neither party excludes or limits liability to the other party for (a) fraud; or (b) any matter in respect of which it would be unlawful for the parties to exclude liability for respectively.

9.4. Subject to clause 9.3, BCS shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill (b) any loss or corruption (whether direct or indirect) of data or information (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

9.5. Subject to clause 9.3, BCS' total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms or any Service Order Form shall in all circumstances be limited to the greater of (a) EUR 10,000.00; and (b) 50% of the total charges paid by Customer to BCS under the relevant Service Order Form during the 12-month period immediately before the date on which the cause of action first arose or, if the cause of actions arose during the Initial Term, in respect of the Initial Term.

9.6. Any dates quoted for delivery of the Services are approximate only, and the time of delivery is not of the essence. BCS shall not be liable for any delay in delivery of the Services that is caused by a Force Majeure Event or the Customer's failure to provide BCS with adequate delivery instructions or any other instructions that are relevant to the supply of the Services or the Customer's failure to comply with clause 4.5.

9.7. Each party has a duty to mitigate damages for which the other party may be responsible.

9.8. Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if that delay or failure results from a Force Majeure Event. BCS reserves the right to restrict the Services temporarily due to a Force Majeure Event, and BCS shall notify Customer without delay of such occurrence. If the restriction of Services lasts longer than one week, both parties are released from their obligations in respect of the affected circuit under the relevant Service Order Form from this date until the

restriction ends. If the restriction lasts longer than 4 weeks, either party may terminate the Service Order Form insofar as it relates to the affected circuit by notice in writing with no further liability; provided that BCS shall refund any monthly fees paid in advance which relate to the period following termination.

9.9. The Customer shall defend, indemnify and hold harmless BCS against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that Customer is given prompt notice of any such claim and that BCS provides reasonable co-operation to Customer in the defense and settlement of such claim, at the Customer's expense. In no event shall BCS, its employees, agents and sub-contractors be liable to Customer to the extent that the alleged infringement is based on a modification of the Services by anyone other than BCS, the Customer's use of the Services in a manner contrary to the instructions given to Customer by BCS or the Customer's use of the Services after notice of the alleged or actual infringement from BCS or any appropriate authority.

## 10. GENERAL TERMS

### *Communications*

10.1. Any notice or other communication to be given under these Terms (i) shall be in the English language, and where expressly otherwise provided in these Terms, shall be in writing; (ii) may be given in any manner described in clause 10.2. below; (iii) shall be sent to the party to whom it is to be given at the address or number, notified by that party to the other party.

10.2. Any such notice or other communication shall be effective, (i) if in writing and delivered in person or by courier, at the time when it is delivered; (ii) if sent by telex, at the time when the recipient's answerback is received; (iii) if sent by facsimile transmission, at the time when the transmission is received by a responsible employee of the recipient in legible form; (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), at the time when that mail is delivered or its delivery is attempted; (v) if sent by electronic messaging system, at the time that electronic message is received, except that any notice or communication which is received, or delivery of which is attempted, after close of business on the date of receipt or attempted delivery or on a day which is not a day on which commercial banks are open for business in the place where that notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day.

10.3. Either party may by notice to the other change the address, telex or facsimile number at which notices or other communications are to be given to it.

10.4. On request of the party, each written communication delivered by fax or email may be promptly dispatched in original by courier service or first class mail.

10.5. The contact details of BCS are as follows:

Mail Address: Suite 2, Geopyxis Center, 168 Makariou III Avenue, 3027 Limassol, Cyprus;

Telephone: + 357 25 822 734

Facsimile: + 357 25 822 735

E-mail: [info@bcscyprus.com](mailto:info@bcscyprus.com)

### *Severability*

10.6. If any provision of these Terms shall be declared invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such declaration and such declaration shall not affect the remaining provisions of the Terms. In the event that a material and fundamental provision of these Terms is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment that would preserve, to the fullest extent possible, the respective rights and obligations imposed on each party under these Terms as originally executed.

### *No Assignment*

10.7. These Terms are personal to Customer and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under these Terms without the prior written consent of BCS. The Customer confirms it is acting on its own behalf and not for the benefit of any other person. BCS may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under these Terms without the consent of Customer.

*No Partnership or Agency*

10.8. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

*No Waiver*

10.9. No failure or delay by a party to exercise any right or remedy provided under these Terms, any Service Order Form or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. The rights and remedies contained in these Terms, or any Service Order Form are in addition to, and not exclusive of, any rights or remedies provided by law.

*Confidentiality*

10.10. Each party agrees to treat all Confidential Information it receives from the other as confidential and only to use it for the purpose of performing its obligations under these Terms. Each party shall use the same standards to protect the other party's Confidential Information as such party uses or ought reasonably to use to protect its own Confidential Information.

10.11. A party may disclose the other party's Confidential Information to those of its Representatives, agents, subcontractors, auditors or professional advisors who need to know that Confidential Information to perform and/or enforce these Terms or any Service Order Form, provided that the disclosing party informs those persons of the confidential nature of the Confidential Information before disclosure and at all times, it is responsible for those persons' compliance with the confidentiality obligations set out in this clause. A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in these Terms, are granted to the other party, or are to be implied from these Terms. The provisions of this clause shall continue to apply after termination of these Terms. Upon request on or after termination of the last Service Order Form to which Confidential Information relates, a party shall return or take reasonable steps to delete or destroy Confidential Information of the other party.

*Personal Data*

10.12. Both parties agree to comply with their respective obligations under applicable data protection legislation or applicable codes in the provision and use of Service. The Client warrants to BCS that all relevant data subjects whose personal data it has supplied or will supply to BCS in connection with these Terms have given their informed consent for BCS to process, transfer, disclose and retain the personal data.

*Entire Agreement*

10.13. These Terms, including any addendums, and Service Order Forms, constitute the entire and final agreement and understanding between the parties with respect to the Service and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to the Service.

*Governing Law and Settlement of Disputes*

10.14. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Cyprus.

10.15. The parties irrevocably agree that the courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter.