CLIENT INFORMATION

NAME: DOM STAREJŠIH OBČANOV AJDOVŠČINA

ADDRESS: ULICA MILANA KLEMENČIČA 1, 5270 AJDOVŠČINA

COUNTRY: SLOVENIA

CONTACT EMAIL: info@dso-a.si

AUTHORISED REPRESENTATIVE/S: TANJA STIBILJ SLEMIČ, director

ACCEPTANCE OF THE TERMS AND CONDITIONS

The Client hereby accepts the below Terms and Conditions for the usage of the Whistleblowing Application (hereinafter: the Terms) provided by Trusty AG, Cham, Switzerland (hereinafter: Supplier).

The Terms exclusively stipulate the rights and obligations between Supplier and the Client in relation to and arising from the usage of the Whistleblowing Application (hereinafter: the Application) and represent a legally binding contract on the Application subscription between Supplier and the Client.

The Client warrants it has been duly incorporated and is in good standing. Further, the Client is not Supplier's competitor, i.e. provider of whistleblowing and/or other compliance IT solutions, nor is it subscribing to the Application for the purpose to monitor the availability, performance or functionality of the Application, or for other benchmarking or competitive purposes.

The signed representatives of the Client warrant that they have the necessary legal authority to accept the Terms for the Client.

DATE: 15.6.2023

SIGNATURES OF AUTHORISED REPRESENTATIVE/S:

## TERMS AND CONDITIONS

The original language of these Terms is English. Supplier may make available translations of the Terms. In case of conflicts between the English version and any translation, the English version shall prevail.

1. Definitions	
Account	the primary means for accessing and using the Application;
Additional Terms	provisions applicable to the Client's use of a particular Feature as indicated by the Supplier in relevant areas of Services;
Application	the web-based software solution intended to be used as a reporting line and consisting of the publicly accessible front-end web sites, intended for submitting reports by Whistleblowers, inbox for the Whistleblowers to follow their reports and the back-end case management suite, which is accessible to Users to process the reports;
Authorization	the set of rights and privileges in the Application assigned to a User and Whistleblowers
Beta Service	A Feature or functionality of the Application that is in development or has not been released as a final product which Supplier has made available to Client for testing and evaluation;
Client	a legal person who has entered into these Terms with the Supplier;
Client Data	Files and any other digital data and information, which is subjected to the Application or otherwise inserted to the System either by the Client or a Whistleblower;
Consultant	NAME
Consultant Contact Email	NAME email address of the Client provided in the Client Information Form;
Contact Email	email address of the Client provided in the Client Information Form; any data and information available through the Application or contained within the structure of the System, articles, documents, pictures, images,
Contact Email Content	email address of the Client provided in the Client Information Form; any data and information available through the Application or contained within the structure of the System, articles, documents, pictures, images, audio-visual works, other informational materials and any comments; A function or set of functions providing a particular capability within the
Contact Email Content Feature	email address of the Client provided in the Client Information Form; any data and information available through the Application or contained within the structure of the System, articles, documents, pictures, images, audio-visual works, other informational materials and any comments; A function or set of functions providing a particular capability within the Application as determined by the Supplier; documents of any kind (images, spreadsheets, text files, etc.) that are
Contact Email Content Feature Files	<ul> <li>email address of the Client provided in the Client Information Form;</li> <li>any data and information available through the Application or contained within the structure of the System, articles, documents, pictures, images, audio-visual works, other informational materials and any comments;</li> <li>A function or set of functions providing a particular capability within the Application as determined by the Supplier;</li> <li>documents of any kind (images, spreadsheets, text files, etc.) that are inserted to the System by the Client or a Whistleblower;</li> <li>additional guidelines or rules applicable to specific Features, applications, products, or services which may be posted from time to time on Supplier's</li> </ul>
Contact Email Content Feature Files Guidelines	<ul> <li>email address of the Client provided in the Client Information Form;</li> <li>any data and information available through the Application or contained within the structure of the System, articles, documents, pictures, images, audio-visual works, other informational materials and any comments;</li> <li>A function or set of functions providing a particular capability within the Application as determined by the Supplier;</li> <li>documents of any kind (images, spreadsheets, text files, etc.) that are inserted to the System by the Client or a Whistleblower;</li> <li>additional guidelines or rules applicable to specific Features, applications, products, or services which may be posted from time to time on Supplier's Web Site or otherwise made available on or through the Application;</li> <li>the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation</li> </ul>

System	the integrated cloud computing solution for providing the Application, including applications, software, hardware, data bases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith;
User	a natural person granted with the Authorization to use the Account on behalf of a Client;
Web Site	the compilation of all web documents (including images, php and html files) made available via <b>URL</b> its sub domains or domains with identical names under other top domains and owned by Supplier.
Whistleblower	a natural person who submitted a report and is granted Authorization for the inbox part of the Application.

## 2. The Application Subscription

2.1 The Scope of the Subscription

The subscription to the Application under these Terms shall include:

- a non-exclusive, non-transferable, non-sub-licensable license for an unlimited number of Users to use the Application;
- access to DeepL machine translations (up to 3 million characters/month);
- server hosting in a high-security data centre, certified to the ISO 27001 standard;
- Web Site for the Application with the unique domain for the Client;
- maintenance of the Application (performing updates and patches),
- regular PEN-TESTs of the Application;
- Client support in regular working time (8X5) and 24X7 for critical errors (system failure).

### 2.2 The Subscription Period

The Application subscription period shall commence on the date of the opening of the Account for the Client in the Application and shall last for 1 (one) year. The subscription period shall be renewed for 1 (one) year each time after the expiry of the subscription period, unless terminated as per these Terms.

# 3. Using the Application

3.1 Establishing an Account

The Client may have only one Account.

The number of Account Users is not limited. Each such User shall be subject to the restrictions set forth in these Terms. The Users will be deemed to be authorized to act on behalf of the Client when using the Account. Supplier is not responsible for and shall have no liability for verifying the validity of Authorization of any User.

The Client and any User associated with the Account must provide true, accurate, current, and complete information about the Client (including the Contact Email), the Users or the Account and keep it up to date.

A special Whistleblower Account for accessing the inbox of the Application is generated immediately after the Whistleblower submits a report.

### 3.2 Logging into an Account

Together with opening the Account a username and a password (hereinafter: Login Credentials) for the first User of the Account are sent to the Contact Email. Login Credentials for further Users are generated and managed by the Client in the Application. The Client and each User are responsible for keeping confidential all Login Credentials associated with the Account.

A Whistleblower is provided with Login Credentials for the Whistleblower Account immediately upon its creation; these Login Credentials are generated automatically by the Application. The Whistleblower Login Credentials cannot be restored or reset. A Whistleblower Account is terminated 1 (one) month after the respective case is closed in the Application case management by the User. Notwithstanding, all related and still active Whistleblower Accounts are terminated together with the termination of the respective Client Account.

## 3.3 Consultant Account

The Consultant has a Client Manager Account with one or more users (hereinafter: the Consultant Users). The Consultant Users' access in the Application is limited to opening the Account for the Client only. Any further access to the Account by an individual Consultant User is subject to permissions granted by the Client in the Application.

### 3.4 No Repository

Supplier conducts regular backups of the Application and the Client Data.

Notwithstanding the above provision, the Account is not intended to be used by the Client as a repository for the Client Data.

### 3.5 Account Abuse

If Supplier determines the Client's usage of the Application to be outside of the permitted or intended use as outlined in the Terms, or bandwidth usage of the Application or any Features or functionality to be significantly excessive in relation to other Users, Supplier reserves the right to suspend the Client Account (or part thereof) until the Client assures Supplier that it shall refrain from any such further abuse.

### 4. Support and Development

### 4.1 Technical Support

The Client shall inform Supplier's technical support forthwith in writing (per email) of any Application failure of any sort. Supplier shall provide reasonable technical support to the Client and its authorized Users. Supplier shall respond to enquiries of support from the Client utilizing the contacts set forth below as soon as reasonably possible.

The contacts for all enquiries of support are:

#### e-mail: support@trusty.report

Supplier shall use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for (i) planned downtime for regular maintenance (of which Supplier shall give an advance electronic notice to the Client at least one (1) business day prior to the planned maintenance), and (ii) any unavailability caused by circumstances beyond reasonable control of Supplier.

4.2 Modifications to the Application

Supplier reserves the right to modify the Application or any part or element thereof from time to time without prior notice, including, without limitation:

- rebranding the Application at its sole discretion;
- ceasing providing or discontinuing the development of the Application or part or element thereof temporarily or permanently;
- taking such action as is necessary to preserve Supplier's rights upon any use of the Application that may be reasonably interpreted as violation of Supplier's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, the Client may be notified of such modifications when logging in to the Account. Modifications will be published 10 (ten) days before the effective date of such modification.

If the Client does not accept the modification, the Client shall notify Supplier before the effective date of the modification, and these Terms will terminate on the effective date of the modification. The Client's continued use of the Application, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. Supplier shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of the Application, or any part or element thereof.

### 4.3 Additional Features

Supplier may from time to time make additional Features available through the Application, which may be subject to Additional Terms. The Client's use of any such Feature is subject to its acceptance of Additional Terms presented within the relevant Feature or these Terms.

### 4.4 Beta Services

Supplier may offer certain Features of functionality for the purpose of testing and evaluation ("Beta Service" or "Beta Services"). The Supplier reserves the right to discontinue fully or partially, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to the Client. The Client agrees that the Supplier will not be liable to the Client or to any third party for any harm related to, arising out of the Client's use of the Beta Services, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

## 5. The Subscription Fee

The Client shall pay subscription fees for the Application to the Consultant as per the Client's agreement with the latter.

In case of termination of the agreement between the Client and the Consultant, the Client shall notify Supplier thereof. Similarly, in case of termination of cooperation between Supplier and the Consultant, Supplier shall notify the Client thereof. In both cases Supplier shall inform the Client of the subscription fee and its terms of payment for renewed subscription periods following the notification.

Subscription fees shall not be refunded for periods where the Client did not use the Account, used it only partially, or had the Account suspended by Supplier.

### 6. Client Data

6.1 Client's Responsibility

The Client is responsible for ensuring that:

- the Client and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Client Data that is harmful (for example viruses, worms, malware and other destructive codes) or otherwise unlawful; and
- the Client and all of the Users associated with the Account have the necessary rights to use Client Data, including to insert it into the Application and process it by means of the Account.

All information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. The Client is entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through the Application.

6.2 Protection of Client Data

Supplier will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by Supplier personnel except (a) to provide the Application and prevent or address service or technical problems, (b) as compelled by law (Compelled Disclosure), or (c) as the Client or User expressly permit in writing.

Supplier may disclose Client Data when compelled by law to do so (Compelled Disclosure). In such instance, Supplier will use commercially reasonable efforts to provide Client with prior notice of the compelled disclosure (to the extent legally permitted) and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If Supplier is compelled by law to disclose Client Data as part of a civil proceeding to which Supplier is a party, and Client is not contesting the disclosure, the Client will reimburse Supplier for its reasonable cost of compiling and providing secure access to that Client Data.

The Supplier shall be allowed to access, process and use the Client Data (including, but not limited to personal data) and other information in the Application exclusively for operation and maintenance of the Application, its webpages and database. The Supplier shall engage in actual processing of the Client Data only persons who have committed themselves to confidentiality of data in their contracts with the Supplier. The Supplier shall at all adhere to the principles times of confidentiality and data minimisation when accessing and/or using the Client Data in the Application.

The Consultant shall process Client Data required for the purpose of opening of the Account. Any further processing of Client Data by the Consultant is subject to agreement between the Client and the Consultant.

By agreeing to these Terms, the Client authorizes the Supplier (a general written authorization in the meaning of Article 28 (2) of Regulation (EU) 2016/679) to engage the following service providers for the purposes of providing the Application. Supplier shall provide 10 (ten) days advance notice before engaging any new service providers under the Supplier's general authorization. The Client may object in writing to the Supplier's appointment of a new service provider on reasonable grounds relating to data protection by notifying the Supplier promptly in writing within 5 (five) days of receipt of the Supplier's notice. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss such concerns in good faith with a view to achieving commercially reasonable resolution. If this is not possible, either party may terminate these Terms.

List of service providers processing Client Data:

- Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Germany
  - Provides hosting of the Application on the virtual server in Nuremberg, Germany
- AWS EMEA SARL, 38 Avenue John F. Kennedy, L-1855 Luxembourg;
  - Provides notification email relay service.

## 7. Data Processing Contract

For the purposes of Article 28 of Regulation (EU) 2016/679 and its equivalent provisions under the UK GDPR, the Data Processing Agreement available at <u>https://trusty.report/documents/</u> is hereby incorporated into these Terms and constitutes the data processing contract between the Client as the data controller and Supplier as the data processor. The Client hereby instructs Supplier to process the data as described in the Data Processing Agreement and these Terms.

For the purposes of the California Consumer Privacy Act and the California Privacy Rights Act and other privacy laws in the USA as they may apply, the Service Provider Contract available at <u>https://trusty.report/documents/</u> is hereby incorporated into these Terms and constitutes the data processing contract between the Client as the business and Supplier as the service provider. The Client hereby instructs Supplier to process the data as described in the Service Provider Contract and these Terms.

### 8. Privacy

Supplier's Privacy Policy at <u>https://trusty.report/documents/</u> is hereby

incorporated into these Terms by reference. The Privacy Policy governs Supplier's collection, use, and disclosure of the Client's information as provided in the Client Information form above.

## 9. Restrictions

### 9.1 Prohibited Activities

Client and its authorized Users may use the Application and any part or element thereof only in the scope, with the means and for purposes as identified in these Terms and applicable law. By way of example, neither the Client nor any User may:

- use the Application or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Application or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that Supplier is not permitted by that applicable law to exclude or limit the foregoing rights;
- endanger, interfere, compromise, or circumvent the privacy, use and/or security of the Application, including, without limitation, submit data or content that may contain viruses or other harmful components;
- use the Application or any part or element thereof unless it has agreed to these Terms.

### 9.2 Supplier's Consent

The Client or any User may not, without Supplier's prior written consent:

- sell, resell, lease, license, sublicense the Application in whole or in part to any third persons;
- use the Application or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created.

### **10. Intellectual Property Rights**

10.1 Supplier's Intellectual Property Rights in the Application

The Application, Materials, Supplier's trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Supplier and its third party vendors and hosting partners. Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Supplier, its affiliates and licensors retain all right, title and interest in the Application, Materials, Trusty trade names and trademarks, and any parts or elements thereof. The use of the Application and Materials, and any parts or elements thereof does not grant the Client any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Materials is strictly prohibited unless a prior written permission from Supplier or the otherwise applicable rights holder has been obtained. Supplier reserves all rights to the Application, Materials and its trade names and trademarks not expressly granted in the Terms.

Client Data shall never be considered nor shall become intellectual property of Supplier.

### 10.2 System Activity Data

The Client grants Supplier the right to use and analyse aggregate system activity data associated with use of the Application by the Client, its Users and Whistleblowers for the purposes of optimizing, improving or enhancing the way the Application operates, and to create new Features and functionality in connection with the Application in the sole discretion of Supplier.

### 10.3 Feedback

If the Client or a User provides Supplier with any comments, bug reports, feedback, or modifications for the Application ("Feedback"), Supplier shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Application.

The Client or User (as applicable) hereby grants Supplier a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use the Feedback for any purpose.

# 11. Third-Party Sites, Products and Services

The Application may include links to other websites or services ("Linked Sites") solely as a convenience to the Client. Unless otherwise specifically and explicitly indicated, Supplier does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites. Furthermore, Supplier makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. Access and use of linked sites, including the information, material, products, and services on linked sites or available through linked sites, is solely at the client's own risk.

## 12. Disclaimers; No Warranty

Unless otherwise expressly stated by Supplier, the Application, Material and any Content or Features made available in conjunction with or through the Application are provided "as is" and "as available" without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Supplier and its affiliates disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a purpose, non-infringement of particular proprietary rights, correctness, accuracy, and reliability.

Unless otherwise expressly stated by Supplier, Supplier and its affiliates do not warrant that the Application and any Content, Client Data or Features made available in conjunction with or through the Application will be uninterrupted or error-free, that defects will be corrected, or that the Application and any Content, Client Data or Features made available in conjunction with or through the Application or the server that makes them available are free of viruses or other harmful components.

Unless otherwise expressly stated by Supplier, Supplier and its affiliates do not warrant or make any representations regarding the use or the results of the use of the Application, Material or any linked sites, in terms of correctness, accuracy, reliability, or otherwise.

# 13. Indemnification

The Client agrees to defend, indemnify and hold Supplier and its affiliates harmless, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of the Client's use or misuse of the Application, Materials, representations made to Supplier, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, including, but not limited to Whistleblowers, or any breach of the foregoing representations, warranties, and covenants. Supplier reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which the Client is required to indemnify Supplier, and the Client agrees to cooperate with such defence of these claims.

## 14. Liability

### 14.1 Exclusion of Liability

Supplier shall not be liable to the Client or User for any consequences resulting from:

- any modifications in these Terms, the Application, Material, or any part or element thereof (including, but not limited to the Account), including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Application or Material;
- deletion of, corruption of, or failure to store any Client Data;
- use of Client Data by the Client or any of the Users associated with the Account;
- any disclosure, loss or unauthorized use of the Login Credentials;
- the Client's use of the Account or the Application by means of browsers other than those accepted or supported by the Supplier;
- the application of any remedies against the Client or authorized Users by the Supplier, for example if the Client or User has committed a crime or conducted a breach of applicable

law by using the Application or any part or element thereof;

- the differences between technologies and platforms used for access, for example if certain Features, functions, parts or elements of the Application are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
- the Supplier's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Supplier and its affiliates shall not be liable to the Client for any claim by any User, Whistleblower or third persons against the Client arising out of the Client's failure to:

- provide Supplier with accurate information about the Client, Users or Account;
- notify Supplier of any reasons due to which a User does not have the right to use the Account on behalf of the Client;
- process any report provided by a Whistleblower;
- ensure the lawfulness of the Client Data;
- obtain the necessary rights to use the Client Data; or
- abide by any of the restrictions described in these Terms.

### 14.2 Limitation of Liability

In no event shall the aggregate liability of Supplier and its affiliates arising out of or related to these Terms exceed the amount of 12.000 EUR. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability.

The limitation of liability shall not apply in case of Supplier's gross negligence or wilful misconduct.

14.3 Exclusion of Consequential and Related Damages

In no event will either party or its affiliates have any liability arising out of or related to these terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates' remedy otherwise fails of its essential purpose.

## **15. Modifications of the Terms**

Supplier reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Application. Such amended Terms will become effective 10 (ten) days after their posting in the Application.

The Client is obliged to check these Terms periodically for changes. Continued use of the Application after such changes have become effective constitutes the Client's binding acceptance of such changes.

### 16. Termination of the Terms

### 16.1 For Convenience

These Terms, and hence the subscription to the Application, may be terminated by the Client with a written notice at any time with immediate effect.

Supplier may terminate the Terms with a written notice upon decision to end providing the Application with a 1 (one) month notice period. Supplier may also terminate the Terms with an immediate effect, if proceedings are initiated for the Client's liquidation or insolvency or a negotiated settlement with the Client's creditors is concluded or an assignment is made on behalf of the Client for the benefit of creditors.

### 16.2 For Default

These Terms may be terminated for default upon written notice:

- by either party in case of breach of these Terms by the other party, if the breach has not been remedied within 30 days of receipt of a notice from the non-breaching party; or
- immediately by either party if the other party breaches its obligations, as applicable under sections Intellectual Property Rights, Indemnification, or Restrictions of these Terms.

16.3 Effect of Termination

Upon termination of these Terms, Supplier shall deactivate the Account. Supplier shall permanently delete the Account (including the Client Data) within 30 (thirty) calendar days of its deactivation.

The Client is obliged to:

- stop using and prevent any further usage of the Application;
- discharge any liability incurred by the Client under these Terms prior to their termination;
- provide instructions to Supplier in relation to returning the Client Data and its permanent deletion.

Intellectual Property Rights, Indemnification, Liability, Governing Law and Jurisdiction provisions shall survive termination of the Terms.

## 17. Governing Law and Jurisdiction

The parties expressly and irrevocably agree that these Terms shall be governed by and construed in accordance with substantive laws of Switzerland excluding any conflict of law provisions (in particular but not limited to the Swiss Federal Statute on Private International Law (IPRG)) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Each party irrevocably agrees that any legal action, suit, or proceeding in any way arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of the city of Zug, Switzerland.

Use of the Application is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section.

### **18.** General Provisions

18.1 Relationship between the Parties

## 18.1.1 No Agency

The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Client and Supplier, and the Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

### 18.1.2 Anti-Corruption Clause

Supplier hereby undertakes that itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the acceptance of these Terms by the Client and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

### 18.1.3 Reference

Supplier may publicly name the Client as a customer of Supplier and subscriber to the Application. For this sole purpose, Supplier may use, during the validity of the Terms between the parties, the Client's name and/or logo on Supplier's website or on other marketing collateral where Supplier usually lists its customers, without obtaining prior written approval from the Client. Supplier may also refer to the Client in social media posts and in its other public communications. Such references may only indicate that the Client is a customer of Supplier and that it is using the Application. The same applies for the Client and its right to list Supplier's name and/or logo on the Client's website or other marketing materials. Each party may request for its name/logo be removed from the web site of the other party and from any further marketing materials.

Supplier may request the Client to submit a review of the Application on https://www.g2.com/ (or a comparable platform) during the subscription period.

# 18.2 Severability

If any provision of these Terms is determined or held to be illegal, invalid, unenforceable or void by any competent arbitral tribunal, court, or governmental or administrative authority, such provision shall be replaced by a valid, legal and enforceable provision that achieves, as nearly as possible, the original intention. The unaffected provisions of these Terms shall remain in full force and effect.

### 18.3 Entire Agreement

These Terms are the entire agreement between the Client and Supplier regarding the

Client's subscription to the Application and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

## 18.4 Assignment

Supplier is entitled to transfer rights and obligations under these Terms in whole or in part to third parties due to changes relating to its corporate structure and/or strategy. The Client shall approve and accept such a transfer in form and substance as required by the applicable law.

### 18.5 No Waiver

Unless otherwise provided in the Terms, failure of either party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

### 18.6 Notices

Except as otherwise specified in these Terms, all notices related to these Terms will be in writing and shall be delivered to the other party electronically. Any notices to the Client shall be delivered to its Contact Email; any notices to Supplier shall be delivered to support@trusty.report.