

This Contract is dated the date on which the Order is placed by the Customer and accepted by TabScanner.

Parties

- (1) **THREE DIGITAL SOFTWARE TRADING LLC** trading as TabScanner incorporated and registered in Dubai with company number 765723 whose registered office is at 905 Prime Tower, Business Bay, Dubai, UAE ("**TabScanner**")
- (2) **YOU**, being the company identified and confirmed in the Order ("**Customer**")

BACKGROUND

- (A) TabScanner is in the business of developing and providing highly accurate check and receipt scanning technology, utilising a cutting edge OCR system with state-of-the-art AI to ensure swift, robust and reliable data extraction ("the Services").
- (B) The Customer wishes to obtain and TabScanner wishes to provide the Services on the terms set out in the Contract.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in the Contract.

1.1. Definitions.

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the sums payable for the Services.

Customer's Equipment: computer hardware, internet connection, applicable current and up-to-date software and operative systems, and any other equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

Customer Materials: receipt images, and all related documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to TabScanner in connection with the Services, including the items provided pursuant to clause 4.1(d).

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing

laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Deliverables: receipts' data

GDPR: General Data Protection Regulation ((EU) 2016/679).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill, the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the agreement of the Customer to purchase the provision of the Services by TabScanner on the terms set out in this Contract, as submitted by the Customer via the Portal.

Portal: TabScanner's website at www.tabscanner.com and the portal at <https://admin.tabscanner.com>.

Services: receipt reading technology and data extraction, together with the delivery of that data and related services.

Supplier's Equipment: cloud computing and software code, together with any hardware, software or coding, provided by TabScanner to the Customer and used directly or indirectly in the supply of the Services.

VAT: value added tax or any equivalent tax chargeable from time to time in Dubai.

1.2. The Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the Schedules.

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

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

1.5. A reference to **writing** or **written** includes email but not fax.

1.6. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Commencement and duration

2.1. The Contract shall commence on the date when the Customer has completed its Order online, via the Portal, and TabScanner has provided written confirmation of acceptance of the Order by email to the Customer. The Contract shall continue until the termination of the Contract pursuant to clause 11 (Termination).

2.2. TabScanner shall provide the Services to the Customer in accordance with the Contract.

3. TabScanner's responsibilities

3.1. TabScanner shall use reasonable endeavours to manage and supply the Services in accordance with the Contract in all material respects.

3.2. In supplying the Services, the Supplier shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services in accordance with the service description set out in the Schedule;
- (c) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
- (d) comply with all applicable laws, statutes and regulations from time to time in force, provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;
- (e) observe all security requirements that apply and/or are appropriate in relation to the Services, the Deliverables, and the provision of the same, and the Customer's Materials, provided that the Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and
- (f) take reasonable care of all Customer Materials in its possession.

4. Customer's obligations

4.1. The Customer shall:

- (a) co-operate with TabScanner in all matters relating to the Services and follow TabScanner's instructions;
- (b) provide, for TabScanner, its employees, agents and representatives access to the Customer's data and other facilities as reasonably required by TabScanner including any such access as is specified in Schedule 1;

- (c) provide to TabScanner in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under Schedule 1 or otherwise reasonably required by TabScanner in connection with the provision of the Services and ensure that they are accurate and complete in all material respects;
- (d) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards and requirements;
- (e) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable TabScanner to provide the Services, including in relation to the installation of TabScanner's Equipment, the use of all Customer Materials and the use of the Customer's Equipment, in all cases before the date on which the Services are to start; and
- (f) keep and maintain TabScanner's Equipment and the Deliverables in accordance with TabScanner's instructions from time to time and shall not dispose of or use TabScanner's Equipment other than in accordance with TabScanner's written instructions or authorisation.

4.2.If TabScanner's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, TabScanner shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5. Non-solicitation

The Customer shall not, without the prior written consent of TabScanner, at any time from the date of the Contract to the expiry of 5 years after the termination or expiry of the Contract, solicit or entice away from TabScanner or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of TabScanner in the provision of the Services.

6. Charges and payment

6.1.In consideration of the provision of the Services by TabScanner, the Customer shall pay the Charges. The Charges shall be dependent on the Services selected by the Customer as identified in the Order.

6.2.The Customer can upgrade, downgrade, suspend or terminate (as per clause 11) the Services at any time.

6.3.TabScanner may increase the Charges from time to time on 1 months' written notice.

6.4. TabScanner shall charge the Customer for, and the Customer shall pay TabScanner, the Charges on a monthly or annual basis pursuant to, and as stipulated in, the Order.

6.5. TabScanner shall invoice the Customer for the Charges on the last day of each calendar month in respect of the Services provided by TabScanner in that calendar month. In the event that the Customer has selected to pay for the Services on an annual basis then TabScanner shall invoice the Customer for the Charges on the last day of the first calendar month following the Order. If no intervals are so specified, or in the event of any dispute arising, then TabScanner shall invoice the Customer at the end of each month for Services performed during that month.

6.6. Payment of the invoice raised pursuant to clause 6.5 shall be taken by TabScanner automatically from the account nominated by the Customer on the Order, or otherwise as revised from time-to-time by way of prior written agreement between the parties.

6.7. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay TabScanner any sum due under the Contract on the due date:

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time;
- (b) TabScanner may suspend the Services until payment has been made in full.

6.8. All sums payable to TabScanner under the Contract:

- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.9. In the event that the Customer does not use the Services in any particular month, then there shall be no charge levied by TabScanner.

7. Intellectual property rights

7.1. In relation to the Deliverables:

- (a) TabScanner and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
- (b) TabScanner grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and use the

Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and

- (c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.1(b) to any third party.

7.2. In relation to the Customer Materials, the Customer:

- (a) shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
- (b) grants TabScanner a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, use and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

7.3. TabScanner:

- (a) warrants that the receipt and use of the Services and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall, subject to clause 10.3, indemnify the Customer against all damages and losses awarded against or incurred or paid by the Customer as a result of any claim brought against the Customer for actual infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables to the extent that the infringement results from copying and use by the Customer; and
- (c) shall not be in breach of the warranty at clause 7.3(a), and the Customer shall have no claim under the indemnity at clause 7.3(b), to the extent the infringement arises from:
 - (i) the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in any Deliverable;
 - (ii) any modification of the Deliverables or Services, other than as provided for or permitted by TabScanner in the provision of the Services and the Deliverables; and
 - (iii) compliance with the Customer's specifications or instructions or any act or omission by the Customer other than as provided for and permitted by TabScanner.

7.4. The Customer:

- (a) warrants that the receipt and use of the Customer Materials in the performance of the Contract by TabScanner, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify TabScanner in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid

by TabScanner as a result of or in connection with any claim brought against TabScanner, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of the Customer Materials.

8. Compliance with laws and policies

In performing its obligations under the Contract, TabScanner shall comply with the Applicable Laws, and changes to the Services required as a result of changes to the Applicable Laws shall be deemed agreed by the parties.

9. Data protection and data processing

9.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and TabScanner is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3. Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to TabScanner for the duration and purposes of the Contract.

9.4. Without prejudice to the generality of clause 9.1, TabScanner shall, in relation to any Personal Data processed in connection with the performance by TabScanner of its obligations under the Contract:

(a) process that Personal Data only on the written instructions of the Customer unless TabScanner is required by the Applicable Laws to process Personal Data (Applicable Data Processing Laws). TabScanner shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit TabScanner from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring

confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (e) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 9.

9.5. The Customer consents to TabScanner appointing a third-party processor of Personal Data under the Contract. TabScanner confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 9. As between the Customer and TabScanner, TabScanner shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.

9.6. Either party may, at any time on not less than 30 days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

10. Limitation of liability

10.1. Nothing in the Contract shall limit or exclude TabScanner's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

10.2. Subject to clause 10.1, TabScanner shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;

- (f) loss of use or corruption of software, data or information; or
- (g) any indirect or consequential loss.

10.3. Subject to clause 10.1, TabScanner's total liability to the Customer arising in connection with the Contract shall be limited to the average annual Charges paid by the Customer under the Contract.

11. Termination

11.1. The Customer may terminate the Contract at any time on giving 1 month's notice, such notice to expire at the end of the next calendar month.

11.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.3. Without affecting any other right or remedy available to it, TabScanner may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment.

11.4. On termination or expiry of the Contract:

- (a) the Customer shall immediately pay to TabScanner all outstanding Charges and interest;
- (b) the Customer shall, within 3 days, confirm that it has destroyed, deleted or returned all of TabScanner's Equipment and/or the Deliverables as and where applicable;
- (c) TabScanner shall on request destroy, delete or return any of the Customer Materials as and where applicable; and
- (d) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11.5. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. General:

12.1. **Force majeure:** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2. **Severance:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.3. Confidentiality:

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
 - (i) Each party may disclose the other party's confidential information:
 - (ii) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

(iii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(b) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4. Assignment and other dealings:

(a) The Contract is personal to the Customer and the Customer shall not assign, transfer, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract.

(b) TabScanner may at any time assign, charge, subcontract, transfer or deal in any other manner with any or all of its rights under the Contract, provided that TabScanner gives prior written notice of such dealing to the Customer.

12.5. Variation: No variation of the Contract shall be effective unless it is in writing and signed by the parties.

12.6. Waiver:

(a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

(b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7.Third party rights: The Contract does not give rise to any third party rights (or any rights under the Contracts (Rights of Third Parties) Act 1999) to enforce any term of the Contract, and the rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.8.Entire agreement: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

12.9.Notices: Any notice or other communication:

- (a) given under or in connection with the Contract shall be in writing and shall be sent to the address or email address provided pursuant to the Order (or otherwise as may be amended and advised by each party to the other party for time to time); and
- (b) shall be deemed to have been received (i) if sent by next Business Day delivery service, at 9.00am on the second Business Day after posting (or otherwise at the time recorded by the delivery service; and (ii) if sent by email, at 9.00 am on the next Business Day after transmission.

12.10.Governing law & Jurisdiction : The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the Courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.