

THESE API TERMS AND CONDITIONS (“T&Cs”) GOVERN YOUR ACCESS TO AND USE OF THE BRIDGEWEAVE API MARKETPLACE (“BAM”). PLEASE READ THESE T&Cs CAREFULLY AND CONTACT US IF YOU HAVE ANY QUESTIONS. BY ACCESSING OR USING THE BAM, YOU AGREE TO BE BOUND BY THESE T&Cs AND OUR PRIVACY POLICY.

These T&Cs constitute a legal agreement (“Agreement”) between you (“you”) and Bridgeweave Limited with whom you are contracting, as set out below. You acknowledge and agree that you are entering into this Agreement on behalf of and as a duly authorised representative of a Company (as defined below), and you represent that you have authority to bind the Company to this Agreement.

You should only accept this Agreement once you have read and understood its contents, and, in particular, all the obligations it includes.

1. DEFINITIONS

API: means an application programming interface (or similar technology) made available by Bridgeweave through the BAM to allow you to access and/or use API Content/Services through your Application. We reserve the right, in our sole discretion, to grant, deny, limit, or modify your and/or your End Users' access to and/or the use of any API(s) and/or the API Content/Services associated with any API(s).

API Content: means data or information made available by or delivered through a particular API, subject to the terms and conditions identified below.

API Services: means service(s) and/or function(s) accessible through or performed by a particular API, subject to the terms and conditions identified below.

Application: means a website and/or software application (regardless of how fully developed) owned by you and visited or used (or developed with the intent to be visited or used eventually) by you, your customers or any natural person or Company (“End Users”) to access and/or use API Content/Services.

API Content/Services: means the API Content and the API Services associated with an API(s).

Bridgeweave: the Company providing the API Service under this agreement. It is incorporated and registered in England and Wales with company number 10951682 whose registered office is at 34 Grove End Road, London, United Kingdom, NW8 9LJ.

Business of Bridgeweave: AI powered products for financial services firms.

Bridgeweave Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of Bridgeweave or its customers and business contacts.

Capacity: as agent, advisor, director, employee, owner,

partner, shareholder or in any other capacity.

Company: means any corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, educational institution including a university or college, sole trader, sole proprietorship, or government or any agency or political subdivision thereof (and excludes a natural person who intends to access or use API(s) or API Content/Services primarily for your own personal, family or household purposes).

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to Bridgeweave being confidential to Bridgeweave and trade secrets including, without limitation, technical data and know-how relating to Bridgeweave Property, the Business of Bridgeweave or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) business rules, models, algorithms and methodology, whether or not such information (if in anything other than oral form) is marked confidential.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Documentation: means any online user guides, software development kit(s), and/or help and training materials for our APIs, as updated from time to time, accessible on our website.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how, methodology and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights 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.

Sandbox: means the test environment website and related materials, information and resources currently located on our website.

Sandbox Data: the synthetic, masked, obfuscated, encrypted and/or otherwise incorrect or inactionable test data provided through the Sandbox for use by or in development of your Application.

Termination Date: the date of termination of this Agreement, howsoever arising.

1.1 Unless the context otherwise requires, a reference to one

gender shall include a reference to the other genders. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.2 This Agreement supersedes the Documentation in the event of conflicts between them.

2. APPROVED API LICENSE AND SANDBOX

2.1 Subject to the terms and conditions of this Agreement, Bridgeweave grants you a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access, copy and use the API(s) to develop, test, connect with, and support your Application for your benefit (the "Approved API License"). We reserve all other rights to the API(s) to the extent such rights are not expressly identified herein. Except for the Approved API License, no rights or licenses, express or implied, are hereby granted to you with respect to any Intellectual Property Rights.

2.2 Bridgeweave grants you a limited right to access and use of the API Content/Services, Sandbox and Sandbox Data to develop, test, connect with, and support your Application's access and use of API Content/Services. You have only a right of limited access to and use of the API Content/Services, the Sandbox and Sandbox Data in accordance with the terms of this Agreement and in such manner as to keep them free of all claims from any source whatsoever. You shall have no rights or license under this Agreement related to APIs or API Content/Services that are not APIs or API Content/Services.

2.3 You agree not to:

- a. reverse engineer, reverse compile, decrypt, deobfuscate, unmask, or reverse assemble all or any portion of the BAM, any API, any API Content/Services, the Sandbox, any Sandbox Data, or any Token (as defined below);
- b. distribute, disclose, publish, market, sell, rent, lease, sublicense or assign to any third party any Token (as defined below) to which you have access under this Agreement unless otherwise specifically authorised under this Agreement; or
- c. represent to any third party that simulated transactions conducted using any API, API Content/Services, Sandbox and/or Sandbox Data to which you have access under this Agreement are real.

3. MEANS OF ACCESS AND USAGE

3.1 You shall only access or use an API and/or API Content/Services through unique licensed access credentials (a "Token"). A Token must be created for you and you may only access or use API(s) or API Content/Services through your Token. Bridgeweave may, from time to time, in its sole discretion, require you to use a one-time password ("OTP"), in addition to your Token, to access or use certain APIs and/or API Content/Services.

3.2 Bridgeweave owns all Tokens and OTPs (including, but not limited to, any and all Intellectual Property Rights related thereto). We reserve the right to limit access to

and/or use of any API and/or API Content/Services by various means and using various criteria, including, but not limited to, by restricting the number, frequency, any currency amount and/or volume of access requests, uses, services, functions, data and/or any other form of API Content/Services.

3.3 If and when Bridgeweave informs you of such limitations, you shall be obligated to comply with them. Access and usage limitations may be identified in the BAM, in communications of Bridgeweave's approval of your access to and use of API, or otherwise, and are subject to change at any time.

3.4 You shall be fully responsible for all the activity performed in the BAM, or with any API or any access to the API Service Content using your Token.

4. API RESTRICTIONS

4.1 Use of an API and/or API Content/Services is subject to reasonable information security policies and procedures, including but not limited to OTP procedures, which may not be fully disclosed and may vary from time to time. When accessing or using an API and/or API Content/Services under this Agreement, you, your End Users and/or your Application may not:

- a. modify, obscure, circumvent, or disable any element of an API and/or API Content Services, or their access control features;
- b. disrupt, interfere with, or adversely impact the access or use of an API and/or API Content/Services;
- c. disclose, share, or transfer your Token or OTP to any third party or allow anyone else to access your BAM account unless expressly authorised in this Agreement;
- d. infringe, misuse, or claim ownership of Bridgeweave Intellectual Property Rights;
- e. transmit any viruses, worms, defects, Trojan horses, or any other malware through your Application or your access to or use of an API and/or API Content/Services; or
- f. use any API and/or API Content/Services in furtherance of or in connection with any live transaction (whether virtual or real) or any transaction with legal or other real consequences to you, your End Users or any participant in the transaction, regardless of whether the data involved is Sandbox Data or was otherwise provided or furnished for use by you, your End Users or your Application.

5. MODIFICATIONS

5.1 You acknowledge and agree that Bridgeweave may, in its sole discretion, amend or modify this Agreement, any API, and any API Content/Services from time to time (a "Modification"). You will be notified of a Modification to your API(s) and/or API Content/Services via email to the email address you identified upon registration in the BAM.

- 5.2 You acknowledge that a Modification may have an adverse effect on Application(s), including but not limited to:
- changing the manner in which Applications communicate with the API;
 - changing the manner in which Applications request, receive, access, display, transmit, and/or use API Content/Services and/or Sandbox Data; and/or
 - changing the API Content/Services associated with a particular API. We shall have no liability of any kind to you or any user of your Applications with respect to such Modifications or any adverse effects resulting from such Modifications. Your continued access to or use of the API or API Content/Services shall constitute binding acceptance of the Modification(s) at issue.

6. WARRANTIES

- 6.1 You warrant and represent to Bridgeweave that:
- you are not concealing or disguising your identity;
 - you have a legitimate, lawful purpose for accessing and using the API and API Content/Services;
 - you will perform no act that harms Bridgeweave or its rights and interests in the API and API Content/Services;
 - you will promptly block, and notify Bridgeweave of, any known or suspected unauthorised or prohibited use of any API or API Content/Services or by a third party;
 - you have obtained any and all necessary consent and approval to generally disclose to third parties and/or generally use any and all data you, your Application utilize under the Agreement, including (but not limited to) data provided in the context of accessing and/or using API Content/Services; and
 - your electronic acceptance of this Agreement is genuine and is an electronic signature by your duly authorised representative.

7. CONFIDENTIAL INFORMATION

- 7.1 You acknowledge that in the course of accessing the API Content/Services, you may have access to Confidential Information. You therefore agree to accept the restrictions in this Clause 7.
- 7.2 You shall not (except in the proper course of your duties), either during the term of this Agreement or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- any use or disclosure authorised by Bridgeweave or required by law; or
 - any information which is already in, or comes into, the public domain otherwise than through your

unauthorised disclosure.

- 7.3 You agree to use commercially reasonable means to maintain the confidentiality of Confidential Information in your possession or contained in your Application, but in no circumstances means that are less stringent than those required by law or that you use to safeguard your own confidential or proprietary information (whichever means are more stringent).
- 7.4 You acknowledge that Bridgeweave may seed or watermark API Content/Services for verification of compliance and may use data capture, syndication analysis, and other similar tools to track, extract, compile, aggregate, archive, disclose, and analyze any data or information resulting from your and any other person's access to and/or use of an API or API Content/Services. We retain ownership of all ancillary information and metadata related to use of the API and API Content/Services, including, but not limited to, listing appearance frequency and popularity with End Users ("Metadata"). Metadata shall be considered Bridgeweave Confidential Information. To the extent Bridgeweave, in its sole discretion, provide you with access to Metadata, you may use Metadata only for your own internal technical purposes in developing and/or supporting your Application.
- 7.5 Upon termination of this Agreement, you agree to destroy all copies of Confidential Information in your and/or your contractors' or third party agents' possession, or control and, upon request, certify such destruction to Bridgeweave.

8. DATA PROTECTION

- 8.1 Bridgeweave will collect and process information relating to you in accordance with the privacy policy which is available on our website.

9. INTELLECTUAL PROPERTY

- 9.1 Bridgeweave exclusively retains all Intellectual Property Rights in all APIs, all API Content/Services, all Documentation, the Sandbox and all Sandbox Data, as well as related patents (whether registered or unregistered), models, algorithms and all other content accessible in the BAM or in any of the APIs.
- 9.2 Bridgeweave Intellectual Property may not be modified, copied, altered, reproduced, adapted or translated without express authorisation from Bridgeweave.
- 9.3 Bridgeweave retains the right to incorporate into the BAM or any of the APIs or API Content/Services any suggestions submitted by you. If incorporated into the BAM, any API, or any API Content/Services, such suggestions shall form part thereof and shall become Bridgeweave Intellectual Property, and we shall not be obligated to provide financial compensation to you or any other person in connection with such suggestions.
- 9.4 You recognize that all of Intellectual Property related to this Agreement represent a substantial investment by Bridgeweave and are of substantial value. Their value is protected under applicable trademark law, copyright law and/or applicable common law.

9.5 In the event of an actual or threatened breach of the Agreement that would diminish or impair their intellectual property value, Bridgeweave shall be entitled to an injunction restraining you from such breach and this shall be in addition to any other rights or remedies that Bridgeweave may have.

10. TERMINATION

10.1 Notwithstanding the provisions of Clause 2.1, Bridgeweave may suspend your access to API(s) or API Content/Services or terminate this Agreement without notice, in its sole discretion, and without liability for such suspension or termination, upon:

- a. information or belief that you, your Application or others have accessed an API or API Content/Services other than your API(s) or API Content/Services;
- b. breach or threatened breach of the licenses set forth in this Agreement and/or the restrictions therein;
- c. as recommended or required to comply with any applicable law or regulation; or
- d. you have not accessed the Sandbox or actively worked with the APIs in the Sandbox for a period of three (3) months.

10.2 Either party may otherwise terminate this Agreement with or without cause upon five (5) working days prior written notice. In the event of a termination by either party, you agree to cease using all APIs accessed pursuant to this Agreement, promptly remove the API and API Content/Services from your Application, and delete any API Content/Services you possess or control.

10.3 The rights of Bridgeweave under Clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Agreement or to accept any breach of this Agreement on the part of you having brought the Agreement to an end. Any delay by Bridgeweave in exercising its rights to terminate shall not constitute a waiver of these rights.

11. NOTICES

11.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing.

12. ENTIRE AGREEMENT

12.1 This agreement, together with our privacy policy, 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.

12.2 Each party acknowledges that in entering into this agreement 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 this agreement.

12.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.4 Nothing in this clause shall limit or exclude any liability for fraud.

13. GOVERNING LAW

13.1 This agreement 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 laws of England and Wales.

14. JURISDICTION

14.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

You represent and warrant that the electronic acceptance of this Agreement is genuine and is intended to be an electronic signature of an electronic record by the Company's duly authorised representative that has the authority to bind you

