

World-Check Licence Agreement

© Global Objectives Limited

This Licence Agreement consists of the following terms and conditions and the terms set out in Exhibit A. Terms are defined in Exhibit A unless otherwise stated.

1. Grant of Licence

1. Licensor grants to Licensee a non-exclusive, non-transferable licence to use the Licensed Materials for Licensee's own business purposes as described in Exhibit A.
2. Additional users will result in additional fees based on the rates stated in Exhibit A. It is expressly understood by Licensee that the annual License Fee is based on the permitted use and Licensee shall inform Licensor of any changes requiring the payment of new or additional License Fees. No concurrent usage or access code sharing is permitted.
3. Licensee shall not copy, modify, disclose, make available or use the Licensed Materials except as provided in this Agreement.
4. Licensee shall not remove any copyright or similar notice contained in the Licensed Materials.

2. Fees, payment and invoicing

1. Licensee shall pay the fees specified in Exhibit A, plus any taxes or duties which shall be payable in addition as required by applicable law without withholding or set-off of any kind.
2. Fees shall be payable within 30 (thirty) days of Licensor's invoice. Licensor shall be entitled to charge interest on late payments at the rate of 2% above the standard base rate of Barclays Bank Plc from time to time.

3. Passwords

1. Licensor shall provide passwords or authorisation codes to enable authorised users to access the Licensed Materials. Licensee shall ensure that such passwords or codes are only used by authorised users approved by Licensor and are kept secure and confidential.

4. Support

1. Licensor shall endeavour to correct faults in the Licensed Materials in a timely manner and will provide assistance on use of the Licensed Materials during the support hours identified in Exhibit A.
2. Licensor shall provide to Licensee all updates of the Licensed Materials generally made available by Licensor to its customers.

5. Term

1. This Agreement shall continue for the Initial Term identified in Exhibit A unless terminated earlier in accordance with the provisions of this Agreement. Upon expiry or termination of this Agreement, Licensee will immediately return the Licensed Materials and any copies or derivatives thereof, or certify in a form reasonably acceptable to Licensor that all such Licensed Materials, copies or derivatives have been destroyed.

6. Warranties

1. Licensor warrants that it is duly incorporated in England and entitled to license or sublicense the Licensed Materials. Licensor makes no warranties or representations with regard to any third party material (such as information sources) displayed on or made available via the Licensed Materials.
2. Licensor expressly disclaims any and all other warranties concerning the Licensed Materials or the services to be rendered hereunder, whether express or implied, including without limitation any warranty of satisfactory quality or fitness for a particular purpose. In particular, Licensor does

not warrant or represent that use of the Licensed Materials will meet Licensee's legal or compliance obligations.

7. Limitations of Liability

1. Licensor's aggregate liability for any and all claims arising in relation to this Agreement shall not exceed one and a half times the total amounts paid by Licensee to Licensor in connection with this Agreement.
2. Neither party shall be liable to the other for any indirect and/or consequential loss or damage of any kind, including without limitation any special, punitive or incidental loss or loss of business.
3. Neither Licensee nor its representatives shall rely upon the Licensed Materials without making independent checks to verify the information contained therein. Licensee acknowledges that Licensor does not intend users to draw any negative inferences about individuals or entities identified in the Licensed Materials and Licensee shall not draw such inferences merely because persons are shown as being linked to others profiled or identified in the Licensed Materials. Licensor makes no warranty or representation about and disclaims all liability for the accuracy, completeness, currency or lawfulness of any information originating from external Internet sites, press and public sources.

8. Disclosure

1. Neither party shall disclose confidential information belonging to the other to any third party. The obligations of confidentiality contained in this clause shall not apply to information which:
 - i. is known to the recipient at the time of disclosure; or
 - ii. is lawfully received or developed by the recipient without obligations of confidentiality;
 - iii. is required to be disclosed to law enforcement or regulatory authorities.
2. Licensee agrees not to use the Licensed Materials or any part of the data contained therein or licensed hereunder in original or re-manipulated form for the purpose of creating any form of list, directory, database, reporting or competing service whether for internal or external use, without written approval from Licensor. This provision shall survive termination of this Agreement for a minimum of 1 year.

9. Title

1. Licensor shall retain title to the Licensed Materials including all versions and embodiments thereof and all additions and modifications thereto. Licensor does not by this Agreement convey any proprietary interest to Licensee.

10. Indemnity

1. Licensor agrees to defend and indemnify Licensee and at Licensor's option settle any claim, action or proceeding based upon a third party's claim of patent, copyright or trademark infringement asserted against Licensee in relation to Licensee's authorised use of the Licensed Materials provided:
 - i. Licensee provides prompt written notice of any such claim; and
 - ii. Licensor is given the right to control and direct the investigation, defence and settlement of each such claim. Licensee shall reasonably co-operate with Licensor in such case.

*Note: this indemnity is limited to a claim relating to use of the Licensed Materials owned by Licensor and does not include any third party material (whether on a linked site or stored or available on the Licensor's site).
2. Should the Licensed Materials become, or be likely to become, the subject of a claim of infringement, Licensee shall permit Licensor, at Licensor's option and expense, either:
 - i. to procure for Licensee the right to continue using the Licensed Materials; or
 - ii. to replace or modify the same so that they become non-infringing; or if after Licensor uses its best efforts to accomplish 10.2.1 and 10.2.2 and is unable to do so, then;
3. to grant Licensee a refund of the unused portion of the Licence Fee.



11. Termination

1. In the event a party to this Agreement materially defaults in the performance of any of its obligations, which default has not been substantially rectified within 30 (thirty) days after notice is given specifying the default, then the party not in default may by notice in writing immediately terminate this Agreement.
2. Either party may terminate this Agreement with immediate effect in the event that the other party:
 - i. terminates or suspends its business;
 - ii. becomes subject to any bankruptcy or insolvency proceeding;
 - iii. becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority;
 - iv. has been liquidated, voluntarily or otherwise, or
 - v. transfers, assigns or otherwise conveys control of itself without the prior written consent of the other party.
3. There shall be no rights to use the Licensed Materials following expiry or termination. Termination of this Agreement is without prejudice to any rights or remedies arising before termination.

12. Miscellaneous

1. No party shall, without the prior written consent of the other, assign or sublicense its rights under this Agreement nor delegate any of its obligations hereunder.
2. Any waiver, amendment or modification of any provisions of this Agreement shall not be effective unless made in writing and signed by both parties.
3. Neither party shall be deemed to be in default of any provision of this Agreement for causes beyond that party's reasonable control including, acts of god, strikes, governmental action, communications, software and power failures, earthquakes or other disasters beyond a party's reasonable control.
4. If any provision of this Agreement is declared or found to be invalid, illegal, unenforceable or void, then both parties shall be relieved of their obligations arising under such provision only to that extent and the remainder of the agreement shall remain in full force and effect. Each party agrees that it is and will remain responsible for its own legal compliance obligations.
5. No action arising out of performance of this Agreement may be brought by either party more than 6 (six) months after such cause of action arises.
6. Any notices required or permitted to be sent hereunder shall be served personally or by post with confirmation of receipt to the other party's address identified in Exhibit A.
7. The laws of England and Wales shall govern this Agreement and the parties submit to the exclusive jurisdiction of the English courts.
8. This Agreement supersedes all prior proposals, understandings or agreements relating to the Licensed Materials or the subject matter hereof. This Agreement may not be modified or altered except by written instrument duly executed by the parties.
9. Licensor shall ensure its employees, representatives and authorized users comply with this Agreement. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
10. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and which together evidence this Agreement.
11. Licensor shall review access to and attempts to access the Licensed Materials but will not generally monitor use of the Licensed Materials. Review of access to Licensed Materials is necessary to ensure appropriate use of passwords and technical operation of Licensor's systems. Licensee shall ensure its authorized users are aware of this.