

EKM Global Application Developer and API Agreement

Effective as of May 1, 2021 (the, “**Effective Date**”), EKM Global Limited (“**EKM Global**”), and its Affiliates (collectively, “**EKM Global**”) have updated this Application Developer and API License Agreement (the, “**Agreement**”).

By accepting this Agreement, either by accessing or using the API, or authorizing or permitting any individual to access or use the API, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), You are agreeing to this Agreement for that Entity and representing to EKM Global that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “**Licensee**”, “**You**”, “**Your**” or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use the API.

1. DEFINITIONS

For purposes of this Agreement, capitalized terms shall have the meanings set forth below. Capitalized terms utilized in this Agreement and not defined have the meaning set forth in the Service Provider Terms and Conditions, or such other applicable agreement between Licensee and EKM Global relating to its access to and use of the Services (“**Service Agreement**”).

Affiliate: means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Agent: means a registered API user.

Agent Login: means the login credentials of each registered account of each individual Agent;

API: means an API and any accompanying or related documentation, source code, SDKs (software developer kits), executable applications and other materials made available by EKM Global, including, without limitation, through its Developer Website.

Applications: mean paid or unpaid web or other software services, applications, or themes developed by Licensee that utilize or interact with the API or otherwise interact with the Services and are authorized to be Published pursuant to this Agreement.

Developer Website: means the website to which the Licensee is provided access in order to utilise the API.

Intellectual Property Rights: means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

Internal Use: means the use of the API in connection with Licensee's subscription to a Service for Licensee's internal business purposes in accordance with the Service Agreement.

Marks: mean EKM Global® and EKM Globals' other product and service names, trademarks, service marks, branding and logos made available for use in connection with the APIs pursuant to this Agreement.

Privacy Policy: means the Privacy Policy at www.ekmglobal.com/pages/privacy-policy

Publish / Published / Publishing: means the making of any Application available to any Subscriber other than Licensee or for any purpose other than for use by Licensee as a Subscriber for Internal Use.

Service Data: means the data derived from and/or delivered through the Services.

Services: means the software and services which EKM Global provide to the Licensee under the Service Agreement.

Service Provider Terms and Conditions: means the agreement between EKM Global Limited and the Licensee for the provision of software and services.

Subscriber: means and refers to an individual or an Entity that has agreed to a Service Agreement for use of the Services.

2. PURPOSE AND LICENSE

2.1 This Agreement and any and all restrictions and policies implemented by EKM Global from time to time with respect to the API as set forth in the Documentation ("**General API Policies**") govern Licensee's rights to use and access the API for the purpose of developing, implementing and Publishing Applications. Licensee's access to and use of the API for Internal Use is governed by the Service Agreement and the General API Policies. This Agreement also governs Licensee's Publishing of

Applications that do not utilize or interact with the API, but otherwise interact with the Services.

2.2 Subject to this Agreement, including the restrictions set forth in Section 3, EKM Global grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term (as defined in Section 13) to: (a) use and make calls to the API to develop, implement and distribute Applications solely for use by Subscribers in connection with the Services; (b) use and display the Marks only to identify that the Service Data originates from the Services.

2.3 EKM Global shall have, and Licensee hereby grants to EKM Global, a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into any of EKM Global's products or services (including the Services and/or the API) and/or otherwise use in any manner any suggestions, enhancement requests, recommendations or other feedback EKM Global receives from Licensee.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 The licenses granted in Section 2 of this Agreement are explicitly conditioned on Licensee's adherence to the following restrictions and compliance with its responsibilities as set forth herein.

3.2 Licensee must comply with all restrictions set forth in this Agreement, the Privacy Policy, and the General API Policies in all uses of the API and Service Data, and in Publishing Applications. Licensee must also comply with all restrictions set forth in this Agreement in all uses of Marks. If EKM Global believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee.

3.3 In order to use and access the API, Licensee must become a Subscriber, in doing so Subscriber shall obtain API credentials (a "**Token**"). Licensee may not share its Token with any third party, shall keep such Token and all login information secure, and shall use the Token as Licensee's sole means of accessing the API.

3.4 Licensee's Applications shall not substantially replicate products or services offered by EKM Global, including, without limitation, functions or clients on platforms (such as iOS or Android) where EKM Global offers its own client or function. Subject to the preceding sentence and the parties' other rights and obligations under this Agreement, each party agrees that the other party may develop and publish applications that are similar to or otherwise compete with such party's applications. Applications may not use or access the API or a Service in order to monitor the availability, performance, or functionality of any of the API or a Service or for any similar benchmarking purposes.

3.5 Licensee shall not, under any circumstances, through Applications or otherwise, repackage or resell the Services, or any part thereof, API or Service Data. Licensee shall not use or assist a third party in using the API or any Services in such a way to circumvent the requirement for an individual Agent Login for each individual who (a) leverages the Services to interact with End-Users; (b) processes data related to interactions with End-Users; or (c) absent a license from Us otherwise, processes data related to interactions originating from a non-EKM Global service that provides functionality similar to functionality provided by the Services and which would, pursuant to this Agreement, require an individual Agent Login if utilizing the Services for such interaction. Further, Licensee shall not use or assist a third party in using the API or any Services in such a way to circumvent applicable restrictions or Agent licensing restrictions that are enforced in the Service user interface pursuant to the Services Agreement. Licensee is not permitted to use the API or any Service Data in any manner that does or could potentially undermine the security of the Services, the API, Service Data or any other data or information stored or transmitted using the Services. In addition, Licensee shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the Services or the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the API, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Services or the API.

3.6 Licensee acknowledges that Licensee is solely responsible, and that EKM Global has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Applications. Without limiting the foregoing, Licensee will be solely responsible for (a) the technical installation and operation of its Applications; (b) creating and displaying information and content on, through or within its Applications; (c) ensuring that its Applications do not violate or infringe the Intellectual Property Rights of any third party; (d) ensuring that Applications are not offensive, profane, obscene, libellous or otherwise illegal; (e) ensuring that its Applications do not contain or introduce malicious software into a Service, an API, any Service Data or other data stored or transmitted using the Service; (f) ensuring that its Applications are not designed to or utilized for the purpose of spamming any EKM Global subscribers, Agents or End-Users; and (g) ensuring that its Applications do not violate any applicable law or third party rights.

3.7 Licensee will respect and comply with the technical and policy-implemented limitations of the API and the restrictions of this Agreement in designing and

implementing Applications. Without limiting the foregoing, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing an API.

3.8 Licensee shall not make any modifications to any Service Data, other than as reasonably necessary to modify the formatting of such Service Data in order to display it in a manner appropriate for the pertinent Applications.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 To the extent Licensee's Applications transmit Service Data outside a Service, Licensee represents and warrants that Licensee has notified all users of such Applications that their Service Data will be transmitted outside the Service and that EKM Global is not responsible for the privacy, security or integrity of such Service Data. Licensee further represents and warrants that to the extent Licensee's Applications store, process or transmit Service Data, neither Licensee nor Licensee's Application will, without appropriate prior user consent or except to the extent required by applicable law (a) modify the content of Service Data in a manner that adversely affects the integrity of Service Data; (b) disclose Service Data to any third party; or (c) use Service Data for any purpose other than providing the Application functionality to users of such Application. Licensee shall maintain and handle all Service Data in accordance with privacy and security measures reasonably adequate to preserve the confidentiality and security of all Service Data and all applicable privacy laws and regulations, and in no event less protective than the measures and policies set forth in the [Privacy Policy](#).

4.2 Licensee represents, warrants and covenants that (a) its Applications and Licensee marks, the use of such Applications by its users, and the activities with respect to such Applications and Licensee marks undertaken by EKM Global in accordance with the terms of this Agreement, do not and will not violate, misappropriate or infringe upon the Intellectual Property Rights of any third party; (b) Licensee will comply with all applicable local, state, national and international laws and regulations, including, without limitation, all applicable export control laws, and maintain all licenses, permits and other permissions necessary to develop, implement and Publish its Applications; (c) its Applications do not and will not contain or introduce any malicious software into the Service, the API, any Service Data, or other data stored or transmitted using the Service; (d) its Applications are not designed to or utilized for the purpose of spamming any Subscribers, Agents or End-Users; (e) it has all right, power and authority to grant the licenses granted to EKM Global herein; and (f) it

acknowledges EKM Global's right to charge transaction and/or listing fees as provided in Section 8 herein.

4.3 Licensee represents, warrants and covenants that it will include the mandatory terms of service provisions listed in Section 4.4 below ("**Mandatory Service Terms**") in the terms of service ("**App Terms of Service**") that govern use of its Applications by Subscribers. Such Mandatory Service Terms are a minimum set of provisions and Licensee may have more exhaustive App Terms of Service. Licensee may change the term references to match the terms used in its App Terms of Service.

4.4 Mandatory Service Terms:

(i) The Licensee is the licensor of the Application and EKM Global is not a party to the App Terms of Service.

(ii) Except as otherwise limited by any App Terms of Service imposed or required by the Licensee, Licensee grants Subscriber a perpetual, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate the Application in connection with Subscriber's active API account for a Service.

(iii) Any information that Licensee collects, stores and processes from Subscriber or the systems Subscriber uses to access or deploy the Application, including Service Data, will be subject to the App Terms of Service, privacy notice, or similar terms that the Licensee provides to Subscriber, and will not be subject to the Privacy Policy.

(iv) Subscriber may not modify, reverse engineer, decompile or disassemble the Application in whole or in part, or create any derivative works from or sublicense any rights in the Application, unless otherwise expressly authorized in writing by Licensee.

(v) Each of Subscriber and the Licensee shall maintain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "**IP Rights**"). The rights granted to Subscriber to use the Application under these App Terms of Service do not convey any additional rights in the Application or Licensee service, or in any IP Rights associated therewith. Subject only to limited rights to access and use the Application as expressly stated herein, all rights, title and interest in and to the Application and all hardware, software and other components of or used to provide the Application, including all related IP Rights, will remain with and belong exclusively to the Licensee. Licensee shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to

incorporate into the Application or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from Subscriber.

-End of Mandatory Service Terms-

5. MODIFICATIONS

Licensee acknowledges and agrees that EKM Global may modify this Agreement, the Services, the API, the General API Policies, and the Privacy Policy, from time to time (a “**Modification**”). Licensee will be notified of a Modification to this Agreement, the EKM Global API or the General API Policies through notifications or posts on the EKM Global Developer Website. All other Modifications shall be communicated through the Services, EKM Global’s websites, or any other website owned and operated by EKM Global or through a form of direct communication from EKM Global to Licensee. Licensee further acknowledges and agrees that such Modifications may be implemented at any time and without any notice to Licensee. Licensee shall, within thirty (30) days from the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the “Conformance Period”) comply with such Modification(s) by implementing and using the most current version of the API and making any changes to Applications that may be required as a result of such Modification(s). Licensee acknowledges that a Modification may have an adverse effect on Applications, including but not limited to changing the manner in which Applications communicate with the API and display or transmit Service Data. EKM Global shall have no liability of any kind to Licensee or any user of Licensee’s Applications with respect to such Modifications or any adverse effects resulting from such Modifications. Licensee’s continued access to or use of the Services or API following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

6. OWNERSHIP

Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to EKM Global any of Licensee’s Intellectual Property Rights in its Applications or Licensee’s marks or other technology, and nothing in this Agreement transfers or assigns to Licensee any of EKM Global’s Intellectual Property Rights in the Services, the API, the Marks, or EKM Global’s other technology or the respective Intellectual Property Rights in any Service Data of EKM Global or its Subscribers, Agents or End-Users.

7. SUPPORT

This Agreement does not entitle Licensee to any support for the Services or the API, unless Licensee makes separate arrangements with EKM Global for such support. Licensee is solely responsible for providing all support and technical assistance to

End-Users of its Applications and Subscribers who access, or, deploy its Applications. Licensee acknowledges and agrees that EKM Global has no obligation to provide support or technical assistance to the users of Applications and Licensee shall not represent to any such users that EKM Global is available to provide such support. Licensee agrees to use commercially reasonable efforts to provide reasonable support to users of its Applications.

8. FEES

Fees due to EKM Global from the Licensee for use of the API services, will be detailed in the Services Agreement where applicable.

9. CONFIDENTIALITY

Licensee may from time to time, gain access to Confidential Information. Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement. Subject to the express permissions set forth herein, Licensee may not disclose Confidential Information to a third party without the prior express consent of EKM Global, provided in writing or by email. Without limiting any other obligation of Licensee under this Agreement, Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

10. DISCLAIMER OF WARRANTIES

ALL ASPECTS OF THE SERVICES AND THE API, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND ATTCO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT ATTCO DOES NOT WARRANT THAT THE SERVICE OR API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM ATTCO OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 EXCEPT FOR LICENSEE'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE API OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

11.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ATTCO'S AGGREGATE LIABILITY TO LICENSEE OR ANY THIRD PARTY ARISING OUT THIS AGREEMENT, SHALL IN NO EVENT EXCEED ONE HUNDRED UK POUNDS (£100.00). ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

11.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Licensee. IN THESE JURISDICTIONS, ATTCO'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. The limitations set forth in this Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. INDEMNIFICATION

Licensee will indemnify and hold EKM Global harmless against any claim brought by a third party against EKM Global arising from or related to any breach of an obligation, representation, warranty, covenant or other provision of this Agreement by Licensee or any matter which Licensee has expressly agreed to be responsible pursuant to this Agreement.

13. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Section 13 (the, “**Term**”). Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Agreement. This Agreement shall automatically terminate upon termination or expiry of the Services Agreement. Any termination of this Agreement shall also terminate the licenses granted to Licensee hereunder. Upon termination of this Agreement for any reason, Licensee shall cease using, and either return to EKM Global, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials licensed pursuant to this Agreement and any Confidential Information in Licensee’s possession and shall certify to EKM Global that such actions have occurred. Sections 3, 4, 6, 8-16 and 18 shall survive termination of this Agreement.

14. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

14.1 Licensee may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Licensee’s rights under this Agreement or delegate performance of Licensee’s duties under this Agreement without EKM Global’s prior consent, which consent will not be unreasonably withheld. EKM Global may, without Licensee’s consent, assign this Agreement to any Affiliate or in connection with any merger or change of control of EKM Global or the sale of all or substantially all of its assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

14.2 This Agreement, together with the Privacy Policy, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement. Either party’s failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

15. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

16. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

17. NOTICE

All notices to be provided by EKM Global to Licensee under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service (“**Courier**”) or postal mail to the contact mailing address provided by Licensee to EKM Global; or (b) electronic mail to the electronic mail address provided for the Licensee. Licensee must give notice to EKM Global by electronic mail, Courier or postal mail to the following address: EKM Global (EKM Global), Moreton House, 31 High Street, Buckingham, England, MK18 1NU. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

18. GOVERNING LAW

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