



Platform General Terms & Conditions

These Platform General Terms & Conditions shall apply to and supplement any End User License Agreement entered into between a Subscriber and Correggio Consulting BV (the “Parties”) for access to the CorreggioNET (“CN”) regulatory compliance platform available at www.correggionet.eu. Capitalised terms used but not otherwise defined shall have the meaning ascribed to them in clause 17.

1. General

1.1. Parties

A party may enter into an End User Licence Agreement (“EULA”) which shall be governed by these Platform General Terms & Conditions. The EULA and these GTC shall constitute the complete contractual arrangement between the Parties.

1.2. Precedence

In the event of a conflict, the terms contained in the EULA shall prevail over the terms contained herein.

2. Term

The Agreement commences on the Start Date once payment of the Service Charge has been received by Correggio and will remain in force during the term of any subscribed Service. Unless otherwise stated in an EULA, the term of the provision of each Service is one calendar year from the Start Date (1 January) for that Service and will automatically renew for additional one year periods, unless one party gives the other not less than thirty (30) days prior notice to expire at the end of the then-current term for that Service (the “Term”).

Subscriber may subscribe to additional services during the Term. These additional services are subject to the same Term and will be offered to Subscriber for a reduced length of Term in line with the earlier point in time of Subscription and a pro-rata reduced Service Fee. At the expiry of the Term for

the services which were first subscribed, Subscriber will be asked to bring the Term for all services in line.

3. Service Charges

3.1. Payment of Service Charges

Subscriber will pay the Service Charges within thirty (30) days of the date of the invoice and without set-off, counterclaim or deduction. The Service Charge is the product of the services subscribed to by Subscriber and the number of commodities multiplied by the number of countries. The Services are paid in advance of the accession to the website. The Service Charges are further explained in a Fee Schedule which forms integral part of the contractual arrangements between the Subscriber and Correggio.

3.2. Payment Options

Subscriber can choose between annual payment of the Charges or bi-annual payment. For the initial Subscription, Charges will be pro rata for the remaining months of the current calendar year. As of the subsequent calendar year, the annual or bi-annual payment option will take effect.

Recurring Service Charges accrue pro rata from the Start Date until the end of the month in which a termination of the Service takes effect. Subscriber must notify Correggio of any disputes within fifteen (15) days from the date of invoice. Correggio may apply an interest charge of 1% per month or the highest lawful interest rate (whichever is lower) to all

amounts not paid to Correggio when due. Correggio may suspend access to the Services immediately upon late payment of any of the Service Charges.

3.3. Payment of Taxes

The Service Charges are exclusive of taxes, and Subscriber will also pay applicable taxes and duties (including withholding taxes, value added tax (VAT) or other taxes but excluding income taxes imposed on Correggio). Subscriber will provide to Correggio written evidence of any withholding tax paid by Subscriber or any tax exemption on which Subscriber wishes to rely. If Subscriber is obliged to withhold or deduct any portion of the Service Charges, then Correggio shall be entitled to receive from Subscriber such amounts as will ensure that the net receipt, after tax and duties, to Correggio in respect of the Service Charges is the same as it would have been were the payment not subject to the tax or duties.

3.4. Changes to Service Charges

Correggio may increase or adjust the basis for calculating the Service Charges for the next following renewal term for each Service by providing Subscriber not less than forty-five (45) days written notice to expire at the end of the then current term for that Service. The Service Charges shall be payable as increased or adjusted during the next following renewal term for that the Service.

4. Performance and Compliance

4.1. Obligations of the Parties

Correggio will provide the Services to Subscriber using reasonable skill and care. Correggio will provide, and Subscriber will use, the Services in accordance with (a) the Agreement; and (b) applicable laws and regulations. If it is permitted to provide an affiliate with access to any part of the Services (see the definition of an affiliate in clause 11.2), Subscriber shall ensure that such affiliate complies with all provisions of the

Agreement applicable to Subscriber as if it were a Subscriber.

4.2. Export Control and Sanctions

Subscriber shall not obtain, retain, use, or provide access to the Services to an affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom, the European Union and its Member States. Subscriber warrants that neither it nor any affiliate to which Subscriber provides access to the Services is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to Correggio, it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

5. Usage Permissions and Restrictions

Correggio permits Subscriber to use the Services within the scope of use set out in the EULA.

5.1. Usage Restrictions

- (a) Subscriber will not: (i) copy or modify any part of or create any derivative works from the Services; or (ii) use or provide the Services in a white-labelled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services).
- (b) Any Information or other rights provided with a Service are non-transferable and non-sublicensable by Subscriber.

5.2. Trials

All trials of Services are subject to the terms of the Agreement, unless otherwise notified by Correggio. Any copies, or downloads made during the trial phase must be deleted upon end of each trial.

6. Intellectual Property

6.1. Services

Subscriber acknowledges that, as between the parties, all Intellectual Property Rights in the Services (including Information and the software platform itself, including all customisation) are

(a) owned by Correggio, its affiliates; and
(b) hereby reserved to Correggio or, as applicable, its IT Provider unless specifically granted in the Agreement. Subscriber will not remove or conceal any proprietary rights notice in the Services, and will include such notices on any copy it is permitted to make.

6.2. Use of Name

Other than as necessarily required for the provision of the Services, neither party may use the other party's name. Excepted are the use of the logo or name of Subscriber on the public Subscriber listing on the CorreggioNET website and on the external promotional materials of Correggio.

7. Security

7.1. Passwords

Access to the Services may be subject to using passwords or arrangements for access ("**Security Credentials**") provided by Correggio. Such Security Credentials must not be shared between natural persons. Correggio may change Security Credentials with notice to Subscriber. Each party will use reasonable efforts to (a) scan the Services and its related systems for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry, (b) secure its computing environments according to generally accepted industry standards to ensure that the Services cannot be accessed by any unauthorised person or malicious software, and (c) remedy any security breach of which it becomes aware.

8. Support

To assist in resolving technical problems with the Services, Correggio may provide telephone and/or online access to its support team, or may provide self-help tools.

9. Changes

Correggio may modify a Service from time to time but will not change its fundamental nature, except as permitted in clauses 10.1 (External Triggers) and 10.2 (Obsolescence). Correggio will use reasonable efforts to notify Subscriber of significant changes to Services. Any Changes of the GTC or the EULA will take effect as of the new Term. During the Term, the GTC will remain stable, this includes any changes to the services, the service level or the associated Charges.

10. Termination and Consequences of Termination

10.1. External Triggers

Correggio may, with notice ("**Correggio's Notice**"), terminate a Service in whole or in part, or modify it or the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between Correggio or a Correggio affiliate and a third party, and that third party agreement or the third party's materials or other input is modified or terminated; (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. Correggio will endeavour to provide Subscriber with reasonable prior notice of any such termination or modification, but may not be able to do so if the triggering event is under the control of a third party. The effective date of the termination or modification as indicated on Correggio's Notice is the "**Change Date**". If a partial termination or modification in accordance with this clause 10.2 fundamentally and detrimentally changes the nature of or the rights granted in the Service,

Subscriber may terminate the affected Service by providing Correggio with notice no later than thirty (30) days after the date of Correggio's Notice. Such Service will then be terminated effective on the Change Date.

10.2. Obsolescence

Correggio may obsolete a Service or a prior version of a Service on at least ninety (90) days prior notice. Correggio will have no obligation to provide or support obsolete Services or versions of Services at the end of such notice periods. In the case of obsolescence, the term of the affected Service will continue unless the new version is subject to additional Service Charges, in which case Subscriber may terminate the Service by providing Correggio with thirty (30) days' notice after the date of Correggio's notice. In the case of Service obsolescence, the Service will terminate.

10.3. Suspension

Correggio may suspend, upon notice, all or part of a Service and Subscriber's rights in relation to that Service if: (a) Correggio has the right to terminate the Service in accordance with clauses 10.4 (Termination for Breach) or 10.5 (Termination for Insolvency); (b) Correggio is required to do so by a third party provider affected by a breach of the Agreement; (c) Correggio is required to do so by law or regulation or at the request of any relevant regulatory authority; (d) in order to protect Correggio's systems and security and for the purposes of scheduled maintenance; (e) for any period of unplanned inaccessibility or platform downtime which is outside the reasonable control of Correggio. Any such suspension may continue until Correggio is satisfied that the condition is remedied. Subscriber is still required to pay the Service Charges during any period of suspension permitted by (a) or (b) above.

10.4. Termination for Breach

Either party may terminate the Agreement, upon notice, if the other

party materially breaches the Agreement and the breach (a) remains unremedied thirty (30) days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured. However, if the material breach relates solely to one or more Services (but not all the Services), the non-breaching party may only terminate the relevant Service(s).

10.5. Termination for Insolvency

Either party may terminate the Agreement, immediately upon notice, if: (i) the other party enters into a composition with its creditors; (ii) a court order is made for the winding up of the other party; (iii) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (iv) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it, (v) the other party ceases to be able to pay its debts as they fall due; (vi) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.

10.6. Injunctive Relief

Nothing in this Agreement prevents Correggio or Subscriber from seeking an immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.

10.7. Refunds

Where Correggio terminates a Service other than under clauses 10.4 (Termination for Breach) or 10.5 (Termination for Insolvency), or Subscriber terminates a Service where the Agreement permits it to, Subscriber will be not entitled to a pro rata refund of any recurring Service Charges that Subscriber has paid in advance for the terminated Service, unless the Service has been unavailable for more than 30 calendar days.

10.8. Delete or Return Information

Following termination, and at any time with respect to Confidential Information, (a) at Subscriber's request Correggio will promptly return, delete or destroy all Subscriber's Confidential Information, and (b) Subscriber will promptly return, delete or destroy all Correggio's Confidential Information. However, each party may retain copies to the extent required by, and used only to (i) comply with, law or regulation, and (ii) support the enforcement or defence of a party's rights under the Agreement.

10.9. **Survival of Terms**

Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following clauses will survive termination: clause 3.1 (Payment of Service Charges), clause 3.3 (Payment of Taxes), clause 6 (Intellectual Property Rights and Feedback), clause 10.7 (Refunds), clause 10.8 (Delete or Return Information), clause 10.9 (Survival of Terms), and clauses 11 to 16 (Confidentiality; Data Privacy; Disclaimers; Limitation of Liability; Indemnity and Miscellaneous), along with any others that by their nature should survive.

11. **Confidentiality**

11.1. **Non-disclosure**

The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use it solely for the purpose of this Agreement and will not disclose any part of it to any third party except to its affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys) (collectively, "**Representatives**") who are acting on behalf of the Receiving Party and are bound by, or are otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement. If a Receiving Party is legally compelled to disclose the Disclosing

Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy, and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.

11.2. **Exceptions**

These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party or its Representatives), generally available to the public; (b) becomes known to the Receiving Party or any of its affiliates on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its affiliates prior to such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent.

"**Affiliate**" shall mean, with regards to a Party, an entity which directly or indirectly through intermediate entities, controls, is controlled or is under common control with that Party. For the purposes of this definition, "**to control**" shall mean to own more than 50% of the shares in a Party, and where the commercial results are consolidated at the Group level.

11.3. **Information**

Subscriber as Receiving Party shall inform Disclosing Party of any leak of information provided by the Service to a Third Party.

11.4. **Access**

Subscriber shall ensure that any Confidential Information stored within a computer or in a machine-readable form

is secured so that access may not be gained and copies may not be made other than in accordance with this Agreement.

11.5. Expiry

These confidentiality obligations shall survive the termination or expiry of the Term by one calendar year as of the date where such termination or expiry takes legal effect.

12. Data Privacy

12.1. Data Privacy Laws

The parties will at all times process Subscriber Personal Data in accordance with applicable laws or regulations governing the processing of Personally Identifiable Information.

12.2. Regulatory Requirements

Subscriber shall ensure that any Subscriber Personal Data that it discloses to Correggio is disclosed in accordance with the laws and regulations applicable to Subscriber.

12.3. Protective Measures

Correggio will maintain, and will require all third-party data processors Correggio engages to maintain, appropriate physical, technical and organizational measures to protect Subscriber Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Subscriber Personal Data.

12.4. Data Processing

Correggio may share all data received from a Subscriber in connection with the Services (including Subscriber Personal Data) with its IT Provider.

13. Disclaimers

13.1. General Disclaimer

All warranties, conditions and other terms implied by statute or common

law are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, the Services are delivered “as is” without warranty of any kind. Correggio does not warrant or represent that the Services (or services, information or material supplied to Correggio on which all or part of a Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors (“Faults”), or that all Faults will be corrected. Correggio shall not be liable for any Damages resulting from any such Faults. Subscriber assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Services, and any decisions made or actions taken based on the information contained in or generated by the Services. Subscriber is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall Correggio or its third party providers be liable for any Damages, penalties, interest or taxes assessed by any governmental or regulatory authority.

13.2. No Advice

Subscriber understands that Correggio is a provider of information (including opinions) for general information purposes only and does not provide financial, tax, accounting, legal or other professional advice as part of the Service. Likewise, Correggio is not responsible for any Damages resulting from any decisions of Subscriber, or anybody accessing the Services through Subscriber, that are made in reliance on the Services, including legal, compliance and/or risk management decisions. Subscriber agrees that it uses the Services at its own risk and shall make its own legal and compliance analysis.

14. Limitation of Liability

14.1. Unlimited Liability

The limits on liability in clause 14.1 (Liability Cap) do not apply to: (a) a party's fraud, fraudulent misrepresentation, wilful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury, (c) any indemnification obligations, (d) a party's infringement of the other's Intellectual Property Rights or Subscriber's use of Services beyond the usage permissions and restrictions granted under the Agreement, or (e) Subscriber's liability to pay the Service Charges and any amounts Correggio would have charged for use of the Services beyond the usage permissions and restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law.

14.2. Liability Cap

Each party's aggregate liability to the other in any calendar year for Damages (in contract, tort or otherwise) arising out of or in connection with a Service will not exceed the Service Charges paid by Subscriber to Correggio for the applicable Service(s) which forms the basis for the claim(s) during the 12-month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those Damages.

14.3. Exclusions

Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential Damages arising out of or in connection with the Agreement; (b) loss of data; (c) loss or damage resulting from the inadequacy of security of data during transmission via public electronic communications networks or facilities (d) loss of profits (except with respect to the Service Charges); even if such Damages or losses in (a)-(d) could have been foreseen or prevented.

14.4. Force Majeure

Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to

circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Services and continue for more than thirty (30) days, either party may terminate any affected Service upon notice to the other party.

14.5. IT Service Provider

For the avoidance of doubt, Correggio's IT Provider shall not be liable in any way whatsoever for any of the content of the Services.

15. Indemnity

15.1. Correggio Indemnity

Correggio will indemnify Subscriber against Damages Subscriber incurs as a result of any third party claim that the Services infringe the Intellectual Property Rights of a third party in the locations where Subscriber is permitted by Correggio to use the Services, except if the Damage results from: (a) the combination of all or part of the Service with other products or technology not supplied by Correggio; (b) modification of all or part of the Service other than by Correggio or its subcontractors; (c) use of a version of the Service after Correggio has notified Subscriber of a requirement to use a subsequent version; or (d) Subscriber's breach of the Agreement. This indemnity will extend to Subscriber's affiliates to which Subscriber makes the Services available in accordance with the Agreement.

15.2. Correggio's Remedial Options

Correggio may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Subscriber to continue using the Service in accordance with this Agreement; (b) replacing affected Information with replacement(s) that do not alter the fundamental nature of the relevant Service; or (c) taking the actions in clause 10.1 (External Triggers).

15.3. Subscriber Indemnity

Subscriber will indemnify Correggio and its affiliates against Damages they incur as a result of a third party claim: (a)

arising from Subscriber's, its affiliates' or their sub-contractors' use of the Services, including communications and networks, in breach of the Agreement; or (b) asserted by any person accessing any part of a Service through Subscriber (except to the extent of any indemnity Correggio provides under clause 15.1 (Correggio Indemnity)).

15.4. Conduct of Claims

The indemnification obligations in clause 15 are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim and, if the indemnifying party requests it, control of the claim; (b) cooperating, at the indemnifying party's or relevant Third Party Provider's expense, in the defence or prosecution of the claim; and (c) not making any admission or taking steps to settle any claim without the indemnifying party's prior written approval. The indemnified party may participate, at its expense, in the defence of any such claims through legal counsel of its choice.

16. Miscellaneous

16.1. Notices

All notices under the Agreement must be in writing and, other than notices of breach of the Agreement, must be sent by email. Email notices from Subscriber must be sent to info@correggionet.eu. Email notices from Correggio must be sent in accordance with the notice provisions contained in the EULA. Notices of breach of the Agreement shall be sent by registered mail, courier or delivered in person at the address set out on the latest EULA between the parties (or such other more recent address notified to the other).

16.2. Choice of Law and Jurisdiction

The Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by and construed in accordance with the laws of England and Wales. Each party hereby consents to the non-exclusive jurisdiction

of the courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.

16.3. Assignment

Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, Correggio may, without Subscriber's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an affiliate; (b) in connection with Correggio's or an affiliates' sale of a division, product or service; (c) in connection with a reorganization, merger, acquisition or divestiture of Correggio, or of the CN service in whole or in part, or any similar business transaction, including IT Provider.

16.4. Third Party Rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

16.5. Severability

If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

16.6. No Waiver

If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

16.7. Entire Agreement

The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement.

16.8. **Binding Nature and Amendment**

The Agreement is binding when the EULA is countersigned by Subscriber. The Agreement may be varied only by a written amendment agreed by both parties.

16.9. **Authority to sign**

Where Subscriber is a body other than an individual the person signing or otherwise concluding the Agreement represents that s/he is authorised by Subscriber to sign it for and on behalf of Subscriber and to bind Subscriber.

16.10. **Non-Compete**

Upon valid termination of the Agreement, the Subscriber shall not publish or market any similar service to the Services offered pursuant to an Agreement to any Subscribers or other third parties for a duration of two (2) years from the date of termination.

17. **Definitions**

Platform General Terms & Conditions – these terms and conditions as amended from time to time.

Agreement – these Platform General Terms & Conditions and the applicable EULA between the parties which is subject to these terms.

Service Charges – the fees Correggio charges for the supply of the elected Services to the Subscriber as specified or referred to in the relevant EULA.

Subscriber – the entity other than Correggio that is a party to the EULA.

Subscriber Personal Data – the Personally Identifiable Information

provided to Correggio for the purpose of the provision of the Services.

Confidential Information – (a) the terms of this Agreement; (b) other information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement; (c) any information whatsoever hosted on the CN Platform; but excluding the information listed in clause 11.2 (Confidentiality Exceptions).

Damage(s) – any reasonable and foreseeable loss, damage or cost.

Disclosing Party – a party who discloses Confidential Information, and a party's affiliates who disclose Confidential Information.

Information – the information (including, but not limited to, data, text, images and sound recordings) contained in the relevant Service.

Intellectual Property Rights – database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

EULA – the End User Licence Agreement issued by Correggio and which Correggio has accepted that lists or describes the Services to be supplied to Subscriber, including any special conditions agreed between the parties for any Service.

Personally Identifiable Information – Any information that, alone or in combination with other information, can be used to identify, locate or contact an individual, including information constituting “personal data” as defined in the General Data Protection Regulation (EU) 2016/679.

Receiving Party – a party, or a party's affiliates, who receives Confidential Information from the Disclosing Party.



Service(s) – access to the CN platform at www.correggionet.eu and the relevant services to which a party wishes to subscribe in respect of the required jurisdictions and commodities as specified in the EULA.

Correggio – Correggio Consulting BV.

Start Date – the date agreed to be the date on which access is granted to the Services as specified in the EULA.

IT Provider – Forty Seven Limited.