

## PLEASE READ THIS ACCOUNTANT AGREEMENT CAREFULLY

This is a contract between you (the “Accountant”) and us (“M&A Deal Platform”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese”, but we have tried to make it as readable as possible.

The Accountant Agreement applies to your participation in our Accountant Partner Programme (the “Accountant Programme”), which includes enrolment in our Company Valuation as a Service (the “Company Valuation Application”) or the Corporate Finance as a Service. These terms are so important that we cannot have you participate in our Accountant Programme unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Accountant Programme changes, ends, or becomes part of an existing programme, including our partner programmes. If we update or replace the terms, we will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

## Definitions

- **“Platform”** means the online webpage the Accountant use to register new leads, training and download the latest Accountant Programme Policies.
- **“Company Valuation Application”** means the M&A Deal Platform online application the Accountant uses to value a business and is provided as part of the Company Valuation as a Service offering.
- **“Accountant Lead”** means a customer prospect you have registered.
- **“Accountant Policies”** means the policies applicable to affiliates which we may make available to you from time to time.
- **“Agreement”** means this Accountant Partner Programme Agreement and all materials referred or linked to in here.
- **“Commission”** means an amount described and in the Programme Policies for each Customer Transaction.
- **Corporate Finance as a Service** means the M&A Deal Platform Offering for Accountants
- **“Customer”** means the authorised actual user of the M&A Deal Platform Products who has purchased M&A Deal Platform products after being an Accountant Lead.
- **“Customer Transactions”** means those transactions by Accountant Leads that are eligible for Commission pursuant to the ‘Customer Transactions’ section of this Agreement.
- **“Customer Data”** means all information that Customer submits or collects via the M&A Deal Platform Products and all materials that Customer provides or posts, uploads, inputs, or submits for public display through the M&A Deal Platform Products.
- **Lead Registration** means a M&A Deal Limited Sales Opportunity that has been registered by an Accountant using the online partner form on the following page.
  - <https://www.madealplatform.com/accountant-programme-portal>
- **“M&A Deal Platform Accountant”** means a company working with M&A Deal Platform for marketing purposes.
- **“M&A Deal Platform Content”** means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.
- **“M&A Deal Platform Products”** means Services and Other Products.
- **“M&A Deal Platform Privacy Policy”** means M&A Deal Platform Privacy and Data Protection Policy with the latest version may be found at the URL below.

- <https://www.madealplatform.com/privacy-policy>
- **“M&A Deal Platform Terms & Conditions”** means M&A Deal Platform Terms and Conditions with the latest version may be found at the URL below.
  - <https://www.madealplatform.com/terms-conditions>
- **“Marketing Accountant Programme”** means our marketing Accountant programme as described in this Agreement.
- **“Programme Policies Page”** means the landing page where we will provide all the up-to-date guidelines and policies for the Accountant Programme.
  - <https://www.madealplatform.com/accountant-programme-portal>
- **“Products”** means all the products and services that we offer, including our web-based platform and products that are developed, operated, and maintained by us, accessible via <https://www.madealplatform.com> or another designated URL, and, all our corporate finance services and products, and any implementation, customisation, training, consulting, additional support or other professional services, or fees for third-party products or services.
- **“Sales & Delivery Support”** means supporting the client through delivery of the services, including but not limited to management of the client relationship, organising internal and external meetings, performing market research, completing reports products, and enabling the successful completion of a product and / or transaction. The Accountant deliverables will be agreed as part of the creation of the client Letter of Engagement (LOE) with M&A Deal Platform.
- **“We”, “us”, “our”, and “M&A Deal Platform”** means M&A Deal Platform Ltd.
- **“You” and “Accountant”** means the party, other than M&A Deal Platform, entering into this Agreement and participating in the Accountant Programme.

## 1. Our Company Valuation as a Service offering

Our Corporate Valuation as a Service offering has multiple tiers of service offering as listed below.

	Free Tier	Professional Tier	Premium Tier
<b>Online Valuation</b>	Limited	Unlimited	Unlimited
<b>Online Training (1-2 hours)</b>	No	Yes	Yes
<b>Company Valuation Reports</b>	No	Yes	Yes
<b>Number of User Licenses</b>	1	1	5*
<b>Access to M&amp;A Deal Platform Support</b>	Limited	Yes	Yes
<b>Share client valuations internally</b>	No	No	Yes
<b>Access to Corporate Finance as a Service</b>	No	Register a Lead	Register a Lead

\*Additional licenses available for additional monthly charge

## 2. Our Corporate Finance as a Service offering

Our Corporate Finance as a Service offering has multiple tiers of service offering as listed below.

	Premium Tier	Partner Tier	Practice Tier
<b>Access Online Training (Premium 1-2 hours)</b>	Yes	Yes	Yes
<b>Access Online Training (Partner 12+ hours)</b>	No	Yes	Yes
<b>Access Online Training (Practice 120+ hours)</b>	No	No	Yes
<b>Access to M&amp;A Deal Platform Support</b>	Yes	Yes	Yes
<b>Account Management Team</b>	Yes	Yes	Yes
<b>Dedicated Account Management Team</b>	No	No	Yes
<b>Leads Supplied</b>	No	2 / month	10 / month

The Accountant may either A) Use our Platform to produce Company Valuation Report, B) Register a lead and / or C) provide Sales & Delivery Support.

To provide Sales & Delivery Support, the Accountant will need to have completed a recent M&A Deal Platforms Sales & Delivery Support training session and be signed up for our Corporate Finance as a Service offering at either **Partner** or **Practice** Tier.

The table below lists the relevant commission for each M&A Deal Platform offering. Register Lead & Sales Delivery commission may be combined, for example, for a Company Funding Transaction, the 10% Register Lead commission plus 10% Sales & Delivery Support commission would provide a combined 20% commission for the Accountant.

Product & Service	Commission	
	Register Lead	Sales & Delivery Support
<b>360 Company Report</b>	10% of Sale Value	Up to 20% of Sale Value
<b>360 Company Execution</b>	10% of Fee Value	Up to 20% of Fee Value
<b>Company Funding Transaction</b>	10% of Fee Value	10% of Fee Value
<b>Company Exit Transaction</b>	10% of Fee Value	10% of Fee Value
<b>Buyer Research Collection</b>	10% of Sale Value	Up to 20% of Sale Value
<b>Buyer Research Report</b>	10% of Sale Value	Up to 20% of Sale Value
<b>Buyer Purchase Transaction</b>	10% of Fee Value	10% of Fee Value

### 3. Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

### 4. Accountant Acceptance

Once you complete an application to become an Accountant, we will review your application and notify you whether you have been accepted to participate in the Accountant Programme, or not. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the Accountant Programme within thirty (30) days from your application, your application is considered to be rejected.

If you are accepted to participate in the Accountant Programme, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrolment criteria set out in the Programme Policies Page, if applicable.

Failure to complete any enrolment criteria within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Accountant Programme.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Programme Policies. M&A Deal Platform encourages movement between programmes and will periodically recommend a move based on suitability.

### 5. Customer Transactions

#### 5.1. Company Valuation

M&A Deal Platform does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or any other information displayed or distributed through its Company Valuation App or its website. The estimates and the data contained are made using the information provided by the user, publicly available information, and data for different industries.

M&A Deal Platform does not audit or attempted to confirm the information for accuracy or completeness.

Under no circumstances the present report is to be used or considered as an offer, solicitation, or recommendation to sell, or a solicitation of any offer to buy any security.

M&A Deal Platform excludes any warranties and responsibilities concerning the results to be obtained from the company valuations nor their use and shall not be liable for any claims, losses

or damages arising from or occasioned by any inaccuracy, error, delay, or omission, or from use of the report or actions taken in reliance on the information contained in it.

The use of this report and the information provided herein is subject to M&A Deal Platform Supplier Terms of Use and Supplier Privacy Policy.

## 5.2. Accountant Programme Limits

Each accepted Accountant Lead will expire 720 days from the date the Accountant Lead was registered by you. We will pay you the Commission of fees, as stated in the “Our Product” section, earned of each completed transaction or products sold provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. The sale date is determined by the date of the first purchase or sign up (as applicable) of the Service by the Customer and you will receive a Commission payment for that Customer Transaction. After the 2nd year the Accountant will not be entitled to receive Commission on any additional purchases of M&A Deal Platform Products and Services by that same Customer.

## 5.3. Eligibility

To be eligible for Commission (i) an Accountant Lead must be accepted and valid in accordance with the ‘Acceptance and Validity’ section, (ii) a Customer Transaction must have occurred, (iii) a Customer must remain a customer during the locking period in the Platform (or if applicable, in the Programme Policies). You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by law or regulation in the United Kingdom or the laws or regulations of your jurisdiction; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or M&A Deal Platform Accountant; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, (iv) the Commission payment has been obtained by fraudulent means, in violation of any Accountant Programme Policies that we make available to you, misuse of the Platform or by any other means that we deem to breach the spirit of the Marketing Accountant Programme, or (v) the Customer participates in any of our partner programmes and is eligible to receive commission in relation to the Customer Transaction under any of these programmes. If at any point you are eligible to receive a revenue share payment or commission under another Programme at M&A Deal Platform, that payment amount will not change based on your participation in the Accountant Programme. For example, you will not be able to receive the Commission set out in this Accountant on any Partner Transaction that was completed whilst participating as a partner in the Partner Programme (as defined in the Partner Programme Agreement). In competitive situations with other affiliates, we may elect to provide the Commission to the Accountant that we deem to be the most eligible for Commission, at our discretion. We may discontinue Commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

## 5.4. Acceptance and Validity

You will only be eligible for a Commission payment for any Customer Transactions that derived from Accountant Leads registered by you and are accepted by M&A Deal Platform. An Accountant Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Accountant Lead in our reasonable discretion. If an Accountant Lead does not purchase the Service within the time period described on the Platform (or if applicable, in the Programme Policies), you will not be eligible for a Commission payment, even if the Accountant Lead decides to purchase after the time period has expired.

## 5.5. Engagement with Prospects

Once we have received the Accountant Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Accountant Lead is valid. If an Accountant Lead is not valid then we may choose to maintain it in our database and we may choose to engage with such

Accountant Lead. Any engagement between M&A Deal Platform and an Accountant Lead will be at M&A Deal Platform's discretion.

## 5.6. Commission and Payment

In order to receive payment under this Agreement, you must have:

- I. agreed to the terms of this Agreement.
- II. completed all steps necessary in the Platform in accordance with our directions.
- III. have a valid and up-to-date payment method in the Platform with such account (iv) completed any and all required tax documentation in order for the Platform to process any payments that may be owed to you.

## 6. Requirements for Payment

### 6.1. Forfeiture

Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 4 Customer Transaction, remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in section 5 Requirements for Payments, then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

### 6.2. Commission Payment

We or the Platform will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to in our discretion).

### 6.3. Taxes

You are responsible for payment of all taxes and fees (including bank fees) applicable to the Commission. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us.

### 6.4. Commission Amounts

We reserve the right to alter or change the Commission amount as per the Platform.

## 7. Training and Support

We may make available to you, without charge, various webinars and other resources made available as part of our Accountant Programme. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Accountant Programme benefits or offerings at any time without notice.

## 8. Trademarks

You grant to us a nonexclusive, non-transferable, royalty-free right to use and display your trademarks, service marks and logos ("Accountant Marks") in connection with the Accountant Programme and this Agreement. During the term of this Agreement, in the event that we make our trademark available to you within the Platform, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Accountant Programme and this Agreement; (iii) comply with our Trademark Usage Guidelines; and (iv) immediately comply if we request that you discontinue use. You must not: (i)

use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## 9. Proprietary Rights

### 9.1. M&A Deal Platform's Proprietary Rights

No license to any software is granted by this Agreement. The M&A Deal Platform Products are protected by intellectual property laws. The M&A Deal Platform Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the M&A Deal Platform Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the M&A Deal Platform Content, or the M&A Deal Platform Products in whole or in part, by any means, except as expressly authorized in writing by us. If you wish to use M&A Deal Platform Content, you must comply with our Content Usage Guidelines. M&A Deal Platform, the M&A Deal Platform logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

We encourage all customers, accountants and partners to comment on the M&A Deal Platform Products, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the M&A Deal Platform Products, without payment to you.

### 9.2. Customer's Proprietary Rights

As between you and Customer, Customer retains the right to access and use the Customer portal associated with the M&A Deal Platform Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data.

### 9.3. Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) M&A Deal Platform customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party.

The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

### 9.4. Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

## 10. Term and Termination

### 10.1. Term

This Agreement will apply for as long as you participate in the Accountant Programme, until terminated.



## 10.2. Termination Without Cause

Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.

## 10.3. Termination for Agreement Changes

If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

## 10.4. Termination for Cause

We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

## 10.5. Effects of Expiration/Termination.

Expiration of this Agreement, and termination of this Agreement: (i) without cause by us, (ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration and provided that in no event shall you be entitled to payment of Commission under this Agreement if you are eligible to receive a revenue share payment under the Partner Programme Agreement. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Platform that we make available to you for your participation in the Accountant Programme. Upon termination or expiration, an Accountant Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Accountant Programme and from all other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer's agreement to be terminated.

## 10.6. Accountant Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Accountant Programme and to provision M&A Deal Platform with Accountant Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Accountant Programme will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Accountant Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Accountant Programme (for example, by clearly stating you are a M&A Deal Platform Accountant on any website(s) you own

where you make an Accountant Link available); (ii) you will accurately provide in the Platform all websites and domains you own where you intend to use Accountant Links to generate Accountant Leads; (iii) you will not purchase ads that direct to your site(s) or through an Accountant Link that could be considered as competing with M&A Deal Platform's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Accountant Link to purchase M&A Deal Platform products for yourself; and (vii) you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, iframes, or hidden frames), or offering incentives to encourage purchases or signups.

## 10.7. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Accountant Programme, (b) our use of the prospect data you provided us, (c) your non-compliance with or breach of this Agreement, or our use of the Accountant Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

## 11. Disclaimers; Limitations of Liability

### 11.1. Disclaimer of Warranties.

WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE M&A DEAL PLATFORM PRODUCTS, M&A DEAL PLATFORM CONTENT, THE ACCOUNTANT PROGRAMME OR THE PLATFORM FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE PLATFORM MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE M&A DEAL PLATFORM PRODUCTS AND PLATFORM ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE M&A DEAL PLATFORM PRODUCTS AND THE PLATFORM INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

### 11.2. No Indirect Damages

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

### 11.3. Limitation of Liability

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.



## 11.4. Platform

WE DISCLAIM ALL LIABILITY WITH RESPECT TO THE PLATFORM THAT YOU USE. WE DO NOT PROMISE TO MAKE THE PLATFORM AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.

## 11.5. Cookie Duration

COOKIES USED AS PART OF THE PLATFORM HAVE A SET DURATION. IF A POTENTIAL CUSTOMER CLEARS THEIR COOKIES DURING THIS PERIOD, M&A DEAL PLATFORM SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU.

## 12. General

### 12.1. Amendment; No Waiver

We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Platform and/or by email. The updated Agreement will become effective and binding on the next business day after we or the Platform have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

### 12.2. Applicable Law

This Agreement shall be governed by the laws of England. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the Courts of England and Wales.

### 12.3. Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

### 12.4. Actions Permitted

Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

### 12.5. Relationship of the Parties

Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

### 12.6. Compliance with Applicable Laws

You shall comply and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal, or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United Kingdom may apply to the M&A Deal Platform Products. You will not directly or indirectly export, re-export, or transfer the M&A Deal Platform Products to prohibited countries or individuals or permit use of the M&A Deal Platform Products by prohibited countries or individuals.

## 12.7. Severability

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

## 12.8. Notices

Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party) and will be deemed delivered as of the date of actual receipt.

- To: M&A Deal Platform Ltd, 220 Devonshire Hill Lane, London N17 7NR
- To you: your address as provided in our Accountant account information for you.
- We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you.
- We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

## 12.9. Entire Agreement

This Agreement is the entire agreement between us for the Accountant Programme and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance, or website. Our obligations are not contingent on the delivery of any future functionality or features of the M&A Deal Platform Products or dependent on any oral or written public comments made by us regarding future functionality or features of the M&A Deal Platform Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

## 12.10. Assignment

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any Accountant or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

## 12.11. No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

## 12.12. Programme Policies Page

We may change the Programme Policies from time to time. Your participation in the Accountant Programme is subject to the Programme Policies, which are incorporated herein by reference.

## 12.13. No Licenses

We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the M&A Deal Platform Products, our trademarks, or any other property or right of ours.

## 12.14. Sales by M&A Deal Platform

This Agreement shall in no way limit our right to sell the M&A Deal Platform Products, directly or indirectly, to any current or prospective customers.

### 12.15. Authority

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

### 12.16. Survival

The following sections shall survive the expiration or termination of this Agreement: 'Commission and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.