

SOFTWARE EVALUATION AGREEMENT

PLEASE READ THIS SOFTWARE EVALUATION AGREEMENT CAREFULLY. This Software Evaluation Agreement (hereinafter referred to as the "**Agreement**") regulates the relations between CredoLab Pte. Ltd., a legal entity registered in Singapore (hereinafter referred to as "**CredoLab**", or "**we**", "**us**" as appropriate), and you, the authorized representative of the Financial Institution, being an end-user of the CredoSDK, each individually referred to as a "**Party**", and jointly as the "**Parties**".

By downloading and installing the CredoSDK into your User App and/or the CredoWeb into your User Website and starting using the CredoSDK and/or CredoWeb, you confirm that you have fully read, understood the Agreement below, agree and unconditionally accept all of its terms, undertake to comply with it and be responsible for its violation.

The right to use the CredoSDK and/or CredoWeb is provided to you and your Financial Institution only after you have read and unconditionally accepted the terms of this Agreement and the Related Documents.

You cannot start or continue to use the CredoSDK and/or CredoWeb in case of your disagreement or refusal to accept any of the terms of the Agreement or one of the Related Documents.

The beginning of your use of the CredoSDK on User App and/or CredoWeb on User Website means the acceptance by you and your Financial Institution of the Agreement and Related Documents and acceptance of their terms. Similarly, the continued use of the CredoSDK on User App and/or CredoWeb on User Website after any updating of the terms of this Agreement and/or the Related Documents means that you have accepted the updated version of the Agreement and the Related Documents.

If you do not agree to any of the terms or updated terms of the Agreement and or Related Documents (as appropriate), or if you decide in the future that you do not wish to abide by any of the terms in the Agreement and or in the Related Documents, then you may choose to uninstall the CredoSDK from User App and/or to remove the CredoWeb from User Website.

1. Terms and definitions

Terms used in this Agreement have the following meaning:

"**You**" or "**User**" means an authorized representative of the Financial Institution acting in the interest of such Financial Institution and having full authority and legal capacity to enter into and to perform obligations under this Agreement.

"**Financial Institution**" means a licensed legal entity providing financial services in accordance with the legislation in force in the Territory, as well as intermediaries in the financial services market in the Territory, including without loss of generality banks, other credit institutions, microfinance institutions, credit brokers, and other similar entities.

"**Territory**" means the country where Financial Institution is being licensed to operate.

"**CredoSDK**" refers to the software library consisting of binary library files provided by CredoLab for using CredoLab's technology in User Apps within the scope of this Agreement.

"**CredoWeb**" means the CredoLab proprietary JavaScript (JS) technology embedded on the Financial Institution web page to collect User Data.

"**User App**" means Financial Institution's mobile or web software for, in particular, providing loans or any other services to the Financial Institution's clients.

"**User Website**" means Financial Institution's website for, in particular, providing loans or any other services to the Financial Institution's clients.

"**User Data**" means certain electronic data as described in Clause 3.2 hereto processed always in an anonymized fashion via unique identifier for each of the Financial Institution's actual or potential clients.

"**Related Documents**" means Annexes to this Agreement that may supplement its provisions and our Privacy Notice which can be found at <https://www.credolab.com/privacy-policies/english>.

2. Subject of the Agreement

- 2.1 In accordance with this Agreement, CredoLab grants the User with the right to install and evaluate CredoSDK and/or CredoWeb, which can be used by the User to integrate CredoLab's technology into User Apps and/or User Websites, for a 30th-day evaluation period (the "Evaluation Period"). The Evaluation Period shall commence on the date a temporary license key is received by You. With the help of CredoSDK and/or CredoWeb the Client will input /deliver to CredoLab the User Data in order to enable . The right to use the CredoSDK and/or CredoWeb during the Evaluation Period is granted to the User free of charge.
- 2.2 CredoLab hereby grants User a non-exclusive, royalty-free, non-transferable, time-limited right during the Evaluation Period to install and use the CredoSDK at User App and/or CredoWeb at User Website solely and exclusively for the testing and evaluation purposes set forth in this Agreement ("License"). The User agrees that it will not engage in the sale of the CredoSDK and/or CredoWeb in any manner, nor will it promote, sell and/or sublicense the CredoSDK or use thereof to any third party.
- 2.3 User agrees that during the term of the Evaluation Period, it will (i) only use the CredoSDK and/or CredoWeb for lawful purposes; and (ii) not violate any law of any country with its use of the CredoSDK and/or CredoWeb including, but not limited to, data privacy laws.
- 2.4 User understands and agrees that the CredoSDK and/or CredoWeb constitute confidential and proprietary information of CredoLab and User agrees to maintain the CredoSDK and/or CredoWeb in confidence to the same extent that User protects its own proprietary information. User shall not be entitled to disclose the results of any benchmarking of the CredoSDK and/or CredoWeb that it may conduct during the Evaluation Period. User is not authorized to duplicate the CredoSDK (other than as necessary to install and operate it), to disclose the CredoSDK and/or CredoWeb to persons outside of User's Financial Institution (other than to its Affiliates), to reverse engineer, disassemble or decompile the CredoSDK(s) and/or CredoWeb(s) or to use the CredoSDK and/or CredoWeb for any purpose other than evaluation.
- 2.5 This Agreement establishes general conditions for the use of the CredoSDK and/or CredoWeb. The Agreement together with the Related Documents form the entire agreement between the User and CredoLab, the terms of which are legally binding on the User and are obligatory for acceptance and execution by the User for the commencement and continued use of the CredoSDK and/or CredoWeb.

3. Data Collection and Processing

- 3.1 The User agrees that the CredoSDK and/or CredoWeb may access and process any User Data on the User App and/or User Website that in the sole discretion of CredoLab, can effectively be used in evaluating the solvency of the Financial Institution's clients and/or evaluating their interest in obtaining financial services, provided however that such User Data is disclosed to CredoLab for processing subject to respective authorisation by the Financial Institution's client using User App and/or User Website. CredoLab agrees to be bound by applicable data protection laws.
- 3.2 The categories of User Data that the CredoSDK and/or CredoWeb may process in accordance with clause 3.1 above include but are not limited to the following:
 - On User App, - history of SMS messages, contacts, calendars, list and storage of applications;
 - On User Website, - device hardware type, operating system, language, keystroke patterns and similar information.

Such categories of User Data are processed always in an anonymized fashion and no personally identifiable data ever leaves the User App and/or the User Website.

- 3.3. The User agrees that the User Data collected and processed in accordance with Clause 3.1 will be used to assess the Financial Institution's clients solvency and interest in obtaining financial services. The User agrees that such assessment, not the underlying User Data, will be disclosed to the Financial Institution.
- 3.4 CredoLab in good faith calculates the Financial Institution's clients solvency and interest in obtaining financial services in accordance with its proprietary methodology. However, CredoLab does not provide

financial services, and the decision to provide financial services is made by the relevant Financial Institution in its sole discretion. CredoLab shall not be liable in any event for the decisions of the Financial Institution in approving or rejecting any financial loan or service requested by the User.

4. Protection Measures

- 4.1 The assessment of the User's solvency, as well as an assessment of the User's interest in receiving financial services at any time during the use of the CredoSDK and/or CredoWeb, is fully automatic. CredoLab shall access Financial Institution's clients data in anonymized way and protect the said anonymized User Data in accordance with any data protection measures set out in the Related Documents.

5. Intellectual Property Rights

- 5.1 User agrees that the intellectual property rights to the CredoSDK and/or CredoWeb (including any trademark, industrial design, trade name, service mark, copyright, and/or copyrighted material) (the "Intellectual Property Rights") are and shall remain the sole property of CredoLab. The use by User of any Intellectual Property Rights is authorised only for the purpose set forth herein and User agrees not to violate the Intellectual property Right of any third party during its use of the CredoSDK during the Evaluation Period. Upon termination of this Agreement, for any reason, with no SaaS Agreement being signed by the Parties, authorization to use the Intellectual Property Rights of CredoLab shall cease.
- 5.2 CredoLab will provide the CredoSDK and/or CredoWeb as a web download only and is not obligated to provide access to source code or any other template or development materials, except as expressly stipulated otherwise in this Agreement. User shall not perform any actions that may lead to the violation or malfunction of the CredoSDK and/or CredoWeb, nor may he investigate the object or program code, decompile, disassemble the CredoSDK in order to gain access to information about the algorithms and methods used by CredoLab and its constituent commercial secret. The User also shall not modify the CredoSDK and/or CredoWeb or create derivative products based on the CredoSDK and/or CredoWeb or its parts.
- 5.3 In the case of using the CredoSDK and/or CredoWeb in any way not provided for or expressly prohibited by this Agreement or the applicable Appendices thereto, the User undertakes to reimburse CredoLab, to other Users and other third parties any losses incurred regarding the User's actions, including from for violation of this Agreement, intellectual property rights and other rights. THE SAID ACTIONS ARE THE UNCONDITIONAL BASIS FOR THE IMMEDIATE TERMINATION OF THIS AGREEMENT.

6. Limitation of Liability

- 6.1 CredoLab is not liable for illegal and other actions of the User or third parties, if as a result, there is unauthorized access to the User Data and/or information about the User and its Financial Institution contained in the User App or User Website.
- 6.2 The User understands and agrees that the CredoSDK and/or CredoWeb is provided on an "as is" basis. CredoLab does not guarantee the results of its use, except as expressly provided for in this Agreement. CredoLab also does not guarantee that the CredoSDK and/or CredoWeb will work continuously, without technical failures and errors, and the results of the work will fully meet the subjective expectations of the User. CredoLab does not guarantee the User the receipt of any particular solvency assessment result and is not responsible for the result obtained at any time during the use of the CredoSDK and/or CredoWeb.
- 6.3 CredoLab is not liable for the direct or indirect consequences of using or inability to use the CredoSDK, as well as the damage caused to the User or third parties as a result of the use, non-use or inability to use the CredoSDK and/or CredoWeb or its individual functions, including due to possible errors or failures in the work of the CredoSDK and/or CredoWeb. CredoLab is in no event responsible for consequential damages, such as lost profits or other indirect damages in connection with the User's use of the CredoSDK and/or CredoWeb.
- 6.6. The parties are exempted from liability for full or partial non-fulfillment of obligations under the Agreement, where such failure is a consequence of force majeure circumstances beyond the reasonable control of the Parties (force majeure), including prohibitive actions by the authorities, malfunctions in telecommunication and electrical networks, programs, as well as unfair acts of third

parties aimed at obtaining unauthorized access or disabling software and / or software equipment CredoLab or User.

7. Notifications and notices

- 7.1 The User agrees and accepts that CredoLab sends to the User all material notices in electronic form, including but not limited to in the form of push – notifications.
- 7.2 Unless otherwise provided by this Agreement, all legally significant events or actions are notified to the User at least 10 days before the date of the occurrence of the relevant legal event or the commission of an action.

8. Term and Termination

- 8.1 This Agreement shall be in effect during the Evaluation Period. CredoLab agrees at the conclusion of the Evaluation Period the User has a right (but not the obligation) to enter into a Software as a Service (“SaaS”) Agreement for the CredoSDK and/or CredoWeb and, in such case, User will be granted a license to use CredoSDK and/or CredoWeb after the Evaluation Period.
- 8.2 The User may terminate this Agreement at any time by removing the CredoSDK from the User App and/or removing the CredoWeb from the User Website respectively. However, CredoLab may continue to use the off-device statistical information derived, in part or in whole, directly or indirectly, from the User Data sent to it (the “Statistical Data”) to implement and improve the functionality of the CredoSDK and CredoWeb, unless the User requests CredoLab to delete such Statistical Data at an earlier date. Provided however that CredoLab’s use of Statistical Data will not reveal any personal data of any individual or specific data entered by any individual into the User’s CredoSDK and/or CredoWeb (the “Personal Data”), whether directly or indirectly. In no event does the Statistical Data include any Personal Data.
- 8.3 CredoLab has the right to unilaterally refuse to perform the Agreement and terminate the support of the User's CredoSDK and/or CredoWeb in the event of the User's refusal to grant access to any of the critical data sources as specified in Clause 3 of this Agreement. In addition, CredoLab has the right to unilaterally refuse to perform the Agreement and terminate the support of the copy of the User's CredoSDK and/or CredoWeb in the event of any violation by the User of the terms of this Agreement or Related Documents.

9. Final Provisions

- 9.1 User may not assign this Agreement without the written permission of CredoLab. Any attempt by User to assign its rights or obligations under this Agreement in breach of this Clause shall be void and of no effect.
 - 9.2 If one or more of the provisions of the Agreement are deemed invalid in accordance with the established procedure in accordance with the entered into force judicial act, the remaining provisions of the Agreement remain in force and the Parties will continue to fulfill their obligations in a manner most appropriate to the intentions of the Parties at the time of concluding or amending this Agreement.
 - 9.3. This Agreement shall be governed and construed in accordance with the laws of Singapore.
 - 9.3 In the event of any dispute, controversy or claim arising out of or relating to this Agreement, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in good faith in accordance with the Singapore law. If it is not possible to resolve the dispute between the Parties by mediation within sixty (60) calendar days from the receipt of a written claim by one Party from another Party, either Party may commence legal proceedings in the Singapore court.
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