

ORDER FORM

THIS ORDER FORM is issued pursuant and subject to the Proxymity Terms and Conditions attached hereto (the “**Terms and Conditions**”). Defined terms used herein shall have the same meanings as in the Terms and Conditions, unless this Order Form expressly provides otherwise. In case of a conflict between a term in this Order Form and a term in the Proxymity Terms and Conditions, the term in this Order Form will control with respect to the Order Form.

	SUPPLIER	CUSTOMER
Name:	Proxymity Limited	Ignitis Group (ISIN LT0000115768)
Address:	Waverley House, 3rd Floor, 7-12 Noel Street, London W1F8GQ, United Kingdom	Laisvės pr. 10, LT-04215 Vilnius Lithuania
Country of Incorporation:	England and Wales	Lithuania
Registered Number:	12569600	301844044

SERVICES & FEES:			
Service(s) being purchased by Customer:	Supplier shall provide setup and delivery of the following services: Shareholder Insights as more particularly described in Schedule 1 of this Order Form (“ Services ”).		
Subscription Start Date:	27-Jun-25	Subscription End Date:	26-Jun-2026
Annual Subscription Fee (the “Service Fees”):	2,500 Euros	Total Fees due under this Order Form:	2,500 Euros
Volume Threshold permitted during the Subscription Term:	1 Shareholder Insights Disclosure. Unlimited reports of that request.		
Invoicing:	<p>Customer shall pay the Supplier the Service Fees and, as applicable, any costs that are incurred by Supplier and/or passed through from intermediaries to Supplier as a result of Supplier providing the Services (collectively, “Additional Charges”), and any applicable interest and/or late fees.</p> <p>Supplier will invoice Customer annually in advance for the Services and Customer will pay all invoiced amounts within thirty (30) days of the date of the relevant invoice. For any amount not paid when due, and without prejudice to any other right and remedies of Supplier, Supplier may charge interest accruing on a daily basis on such due amounts at an annual rate equal to five percent (5%) over the then current base lending rate of Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.</p>		

The parties hereto, through their duly authorised officers, have executed this Order Form as of the date set out below.

Proxy

By:

Name:

Title:

Date:

Custom

By:

Name:

Title:

Date:

Schedule 1
Service Description

SHAREHOLDER INSIGHTS

1. Processing of Requests and Responses

1.1 Requests

- 1.1.1 Proxymity will receive and authenticate shareholder identification disclosure (“**SID**”) requests submitted by Customer via the Platform.
- 1.1.2 Subject to Section 1.1.3 below, requests received and authenticated will be processed (a) on the day of receipt, if received by 4pm CET, and (b) by 10am CET on the next business day, if received after 4pm CET.
- 1.1.3 Customer acknowledges that an intermediary may require Proxymity to complete a pre-approval process before Proxymity can initiate a request which may result in a delay in the timescales provided in Section 1.1.2 above. Proxymity shall at all times ensure that it initiates requests as soon as reasonably practicable once any pre-approval process has been completed.

1.2 Responses

- 1.2.1 Responses received from Proxymity connected intermediaries, will be compiled in real time and made available to Customer via the Platform.
- 1.2.2 Responses received in Compliant Format (*‘compliant messages’*), e.g. SWIFT ISO20022 seev.047 disclosure response messages received over SWIFT network, will be compiled in real time and made available to Customer via the Platform.
- 1.2.3 Responses not received in Compliant Format (*‘non-compliant messages’*), e.g. via email with disclosure response data attached, will be normalised and uploaded to the Platform by the Supplier as received, on a best-efforts basis.
- 1.2.4 The Platform will send positive response acknowledgements for each Compliant Format response received.
- 1.2.5 Proxymity will identify intermediaries who have not responded to the disclosure request and attempt to solicit responses on a best-efforts basis.
- 1.2.6 Data will be made available to Customer via the Platform as: Shareholder Data report, including all data received from compliant messages.

2. Intermediary charges

- 2.1 Proxymity will receive and reconcile intermediary invoices received on behalf of the Customer. Any invalid invoices, e.g. data received which does not reconcile will be rejected.
- 2.2 Proxymity will reimburse the intermediaries on behalf of the Customer quarterly and subsequently invoice the Customer.

1. General

1.1 In these Terms and Conditions:

“**Affiliate**” means in relation to an entity, any entity that from time to time directly or indirectly Controls, is Controlled by, or is under common Control with that entity. “**Authorised User**” means a person who has been identified in writing to Proximity as having authorisation to access the Proximity Platform on behalf of the Customer subject to the End User Agreement. “**Control**” of an entity means the ownership of, or the power to vote, at least fifty percent (50%) of the voting stock, shares or interests of such entity.

“**Data Protection Legislation**” means (i) the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) and any implementing laws, regulations and secondary legislation in any jurisdiction in the European Union, as amended or updated from time to time, (ii) the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and the Data Protection Act 2018 and (iii) any other applicable laws relating to data privacy.

“**End User Agreement**” means the legally binding document, defining a user’s rights and restrictions when using the Proximity Platform.

“**Issuer**” means any issuer of securities.

“**Order**” means Customer’s agreed order form or access to a Service Order or Customer’s written or electronic acceptance of Proximity’s quotation in relation thereto, as the case may be.

“**Proximity Platform**” / the “**Platform**” means the system operated by or on behalf of Proximity, which provides shareholder disclosure and proxy voting solutions, as this may be updated, enhanced and changed by Proximity from time to time; and any other investor communications solutions as may be developed from time to time.

“**Registrar**” means the relevant registrar of holders of securities.

“**Services**” means the service(s) more particularly described and agreed in the Order and access to the Proximity Platform.

2. Parties

These Terms and Conditions apply to the provision, by Proximity Limited (3rd Floor, Waverley House, 7-12 Noel Street, London, United Kingdom, W1F 8GQ, “**Proximity**”), of access and use by its Customers (“**Customer**”) of the Services.

3. Orders

Access to the Services and Platform shall be granted to Customer as set out in the Order following written acceptance by Proximity of a signed Order (the “**Commencement Date**”), and in accordance with the terms thereof.

4. The Proximity Platform

4.1 Access

Customer shall be allowed access to the Proximity Platform in accordance with these Terms and Conditions and any applicable End User Agreement. An Authorised User shall be allowed access via a temporary login and password provided by Proximity for each requested User, and reset by each User on first access to the Platform. Subject to clause 4.2, Proximity shall use its reasonable endeavours to ensure that the Proximity Platform is continuously available to Customer during the terms of any Order, and may, to the extent required to perform any maintenance on the Proximity Platform and without any liability, suspend Customer access to the Proximity Platform (or any part thereof) from time to time, provided that Proximity shall: (a) unless otherwise agreed in writing, not carry out planned/routine maintenance on any day on which a disclosure event is scheduled to take place; and (b) use reasonable endeavours to limit the extent and duration of any suspension.

4.2 Authorised Users

Proximity shall be entitled to assume that all actions taken by an Authorised User on the Proximity Platform have been properly authorised by Customer to take that action on their behalf. Customer shall not allow any person other than their Authorised User(s) to access or use the Proximity Platform. Proximity shall be entitled (without any liability or prejudice to its rights or remedies under these Terms and Conditions, any Order or applicable law) to revoke or suspend access to the Proximity Platform, where: (i) any existing Authorised User should have their related access revoked or suspended (including where such Authorised User has been replaced or is no longer working for the Customer); (ii) any Authorised User uses the Proximity Platform in a manner that constitutes a breach of these Terms and Conditions or any Order; (iii) in Proximity’s opinion there is a material risk to the integrity, security or performance of the Proximity Platform or any data stored in the Proximity Platform and suspension of access to the Proximity Platform is the most appropriate way of addressing that risk; or (iv) required for Proximity to perform any maintenance on the Proximity Platform. The Customer acknowledges that it is responsible for all activities conducted by it or on its behalf through the Proximity Platform by means of an account of an Authorised User. Accordingly, the Customer shall: (a) notify Proximity in advance if any Authorised User is being replaced or will be no longer working for the Customer; and (b) instruct each Authorised User that: (i) they are responsible for keeping their login details secure and confidential; and (ii) they may not share with or disclose to any other person their login details. If Customer becomes aware that the login details of an Authorised User have been compromised, it shall promptly notify Proximity in writing of that fact and comply with any reasonable directions provided by Proximity in connection with such situation.

5. Fees and Payment

Proximity will invoice Customer for applicable fees and any expenses pursuant to a submitted Order. All payments shall be made in the currency stated on the Order. Sums payable under each Order are exclusive of value added tax, goods and services tax or other similar indirect taxes, which will be chargeable, where applicable. If

Customer is required by applicable law to withhold and pay any withholding taxes imposed at source on any amount payable to Proximity, Customer shall make available to Proximity, on a timely basis, valid evidence of any withholding tax paid by Customer to such tax authority and at Proximity’s request and cost provide reasonable assistance to Proximity in connection with any engagement between Proximity and such tax authority.

6. Representations and Warranties

6.1 General

Customer represents and warrants to Proximity that (a) it is duly organised, validly existing and in good standing under the laws of its state of formation; (b) it has all requisite legal power, licenses, certifications, rights, authority and permits to utilise Proximity and to perform its obligations hereunder and to request or receive any data, and shall provide written evidence thereof to Proximity upon request; (c) it has notified all relevant third parties (including but not limited to any relevant intermediaries or issuers) that Proximity is authorised by Customer to request and/or receive data as a subcontractor of Customer; and (d); it is not insolvent, is not undergoing a liquidation nor has a receiver or trustee been appointed for the benefit of its creditors (whether voluntary or otherwise); nor is it in the process of seeking protection under the bankruptcy code or any similar statute; nor is it unable to pay its debts as and when they come due.

6.2 No other warranties

Except as otherwise expressly provided in these Terms and Conditions, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded.

7. Intellectual Property Rights

7.1 Ownership

Proximity (and its licensors) own and retain all title, intellectual property rights, and interest in all methodologies, tools, models, software, procedures, documentation, know-how, trademarks, algorithms, designs and processes owned by Proximity or its Affiliates and to the Platform (the “**Materials**”), and all copies or portions, and any derivative works thereof. Suggestions or feedback provided by or on behalf of a Customer to Proximity relating to the Platform will be Proximity’s property and deemed Confidential Information (as defined below) of Proximity, and Customer consents to assignment of suggestions and feedback to Proximity.

7.2 Licensing of Proximity Materials

7.2.1 To the extent that: (a) copies of any Materials are furnished to Customer in conjunction with access to the Platform or (b) Customer is authorised to access and use any Materials as part of its access to the Platform, Proximity hereby (at no additional charge) grants to Customer a non-exclusive, non-transferable, limited license for the duration of any Order only, to use, execute, display, perform such Materials solely to the extent necessary and for the sole purpose of using Proximity or the Services. Unless expressly otherwise specified herein, Customer may not sub-license use of or access to any Materials without Proximity’s prior written consent.

7.2.2 Customer shall not, without Proximity’s prior written consent or unless expressly otherwise specified herein: (a) copy any Materials or any part of any of it, unless permitted in accordance herewith; (b) sub-license use of or access to any Materials or allow any other person to use the same; (c) modify, adapt, develop, create any derivative work, reverse engineer, decompile or disassemble any part of the Materials; or (d) use any Materials for any purpose other than to comply with its obligations hereunder.

7.2.3 Customer shall not have any rights in respect of any trade names or trademarks used by Proximity, or any right to any goodwill created through the use of such trade names or trademarks. Customer hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, Proximity.

8. Indemnity

8.1 Proximity

Proximity shall defend Customer and its and their respective Affiliates against any claim, demand, suit or proceeding (a “**Claim**”) made or brought against Customer by a third party alleging the Services infringe the intellectual property rights of a third party, and shall indemnify and hold harmless Customer and its and their respective Affiliates on demand for and against all reasonable costs, losses, liabilities, damages and expenses (including reasonable legal fees), asserted against Customer, which results from the foregoing, provided that Customer: (a) promptly gives the Proximity written notice of the Claim against it (provided, however, that any delay to so notify Proximity shall only relieve Customer’s indemnification obligations to the extent that such delay materially prejudices the Proximity’s defence); and (b) allows Proximity the ability to take sole control of the defence and settlement of the Claim including, mitigation efforts (provided that Proximity may not settle any Claim which requires Customer to admit liability without Customer’s prior written consent and unless it unconditionally releases Customer of all liability, and Customer shall be entitled to participate in the defence and negotiations of such matter at its sole expense). Proximity will have no obligations under this Section to the extent any claim arises out of: (1) any unauthorized modification or alteration to the Services; (2) any combination or use of the Services with products or services not approved by Proximity in writing; (3) Customer’s continuance of allegedly infringing activity after being notified; (4) use of the Services outside their intended scope. The remedies set forth in this Section constitute Customer’s sole and exclusive remedies, and Proximity’s entire liability, with respect to the infringement of third party intellectual property rights.

8.2 Customer

Customer will defend Proximity and its Affiliates or any of their officers, directors, employees, and agents against any Claim made or brought against them by a third party alleging (a) that any data provided to Proximity (including any data uploaded on to the Platform) by Customer, or any person acting on its behalf, is incorrect or

incomplete; (b) the data has been used by Customer or a person acting on its behalf, in contravention of GDPR (defined below); and (c) such data provided has been provided illegally or without the consent of the relevant data subject, and shall indemnify and hold harmless Proximity on demand for and against all reasonable costs, losses, liabilities, damages and expenses (including reasonable legal fees), asserted against Proximity, any of its Affiliates or any of their officers, directors, employees, and agents, which results from any of the foregoing, provided that Proximity: (i) promptly gives Customer written notice of the Claim against it (provided, however, that any delay to so notify Customer shall only relieve Proximity's indemnification obligations to the extent that such delay materially prejudices Customer's defence); and (ii) allows Customer the ability to take sole control of the defence and settlement of the Claim, including mitigation efforts (provided that Customer may not settle any Claim which requires Proximity to admit liability without Proximity's prior written consent and unless it unconditionally releases Proximity and its respective Affiliates and any of their respective officers, directors, employees, and agents of all liability, and Proximity shall be entitled to participate in the defence and negotiations of such matter at its sole expense).

9. Data Protection

9.1 Compliance

Customer and Proximity shall comply with all applicable requirements of the Data Protection Legislation in connection with the access being provided hereunder, and may enter into separate data processing agreements to supplement their obligations contained herein.

Customer and Proximity shall maintain records of all processing operations under their respective responsibilities that contain at least the minimum information required by the Data Protection Legislation and shall make such information available to any relevant regulator on request.

9.2 Data Processing

For the purposes of the Data Protection Legislation, in respect of all personal data processed in connection with the access being provided hereunder, Customer is the controller of all personal data that Customer may provide to Proximity or upload onto the Proximity Platform from time to time; and Proximity is either: (a) an independent controller of personal data; or (b) is a processor of personal data, with respect to personal data Proximity processes on behalf of Customer in order to provide the Services. The terms "controller", "processor", "data subject", "processing" (and derivative terms such as "process") and "personal data" have the meanings as defined in the GDPR.

9.3 Customer Obligations

Customer shall ensure that it has: (a) obtained all required consents from all data subjects; or (b) that it is otherwise legally entitled, to transfer all personal data that it may provide to Proximity or upload onto the Proximity Platform and to allow Proximity to: (i) process that personal data as processor or sub-processor; and (ii) allow Proximity to process that personal data outside of the European Economic Area (EEA) subject to Proximity having implemented appropriate safeguards to protect that personal data (which safeguards shall not include obtaining consent). Where Proximity uses a sub-processor for the processing of personal data for Customer, Customer shall not unreasonably withhold or delay providing consent to Proximity appointing a third-party processor of that personal data.

9.4 Proximity Obligations

Proximity shall, in relation to personal data processed by it as a processor for a Customer in connection with providing the Services, process personal data only on the written instructions of Customer, unless Proximity is required by applicable laws to process such personal data otherwise. Customer hereby instructs Proximity, in relation to all personal data provided to Proximity or upload onto the Proximity Platform by or on behalf of Customer, to process such personal data as may be reasonably necessary (a) to provide the Services and (b) for the proper operation of the Proximity Platform in connection herewith, including allowing that personal data to be disclosed or transferred to all recipients intended by Customer (including Registrars and Issuers) thereof, and for that data to be retained in accordance with these Terms and Conditions.

Proximity shall rectify and erase data, or restrict the processing of it, only in accordance with a documented instruction from Customer or as required by applicable law. Proximity shall notify Customer without undue delay on becoming aware of a personal data breach concerning that personal data, and, to the extent permitted under applicable law, provide such details as Customer reasonably requires regarding: (a) the nature of the personal data breach, including the categories and approximate numbers of data subjects and personal data records concerned; (b) any investigations into such personal data breach; (c) the likely consequences of the personal data breach; and (d) any measures taken or that Proximity recommends, to address such personal data breach, including to mitigate its possible adverse effects. Proximity shall promptly inform Customer, to the extent permitted under applicable law, if it receives a complaint or request relating to either Customer's or Proximity's obligations under Data Protection Legislation relevant to the provision of the Services, including any compensation claim from a data subject or any notice, investigation or other action from a data protection authority and provide Customer with full details of such complaint. Proximity shall, without delay, at Customer's written request, either securely delete or securely return all the personal data to Customer as Customer reasonably requests upon the earlier of (a) termination of the provision of the Services and (b) once processing by Proximity of such personal data is no longer required for the purpose of the provision of the Services, unless storage of such personal data is required by applicable law.

10. Confidentiality

"Confidential Information" means non-public data, information and other materials regarding the products, software, services, or business of either Customer or Proximity (and/or, if either of them is bound to protect the confidentiality of any third

party's information, of a third party) provided by one party ("Disclosing Party") to the other ("Receiving Party") where such information is marked or otherwise communicated as "proprietary" or "confidential," or by its nature be reasonably considered confidential and/or proprietary. Customer agrees that Proximity (and any performance data, benchmark results, and related technical information), the Materials, Proximity's pricing information, and these Terms and Conditions (but not its existence) and each Order is Confidential Information. Confidential Information shall not include information which: (a) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction on disclosure, or is approved for release by written authorization of the Disclosing Party; (d) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law or governmental regulation, provided that, when legally permissible, the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure.

The Receiving Party agrees to: (a) use the Confidential Information of the Disclosing Party only to perform or exercise rights granted hereunder; (b) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own proprietary information, but in no case with less than reasonable care; and (c) disclose the Disclosing Party's Confidential Information only to employees and contractors of the Receiving Party who have a need to know such information, provided that any recipient shall be subject to obligations of confidentiality substantially similar to the terms hereof. The Receiving Party shall be liable for the non-compliance of any employee or contractor.

11. Limitation of Liability

In no event will the cumulative liability of either Proximity or Customer arising out of or in connection with the provision of the Services, whether arising from breach of contract, misrepresentation (whether by tort or statute), tort (including but not limited to negligence), breach of statutory duty or otherwise, exceed the greater of the amount of fees received by Proximity from Customer or fifty thousand US Dollars (\$50,000). Notwithstanding anything to the contrary herein, neither Proximity nor its Affiliates shall have any liability regardless of the theory of liability (whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise howsoever arising), for (and Customer hereby waives any claims it may have against Proximity for): (a) any claims or losses arising from or in connection with inaccurate, incomplete or delayed data provided to Proximity including any data uploaded onto the Platform, with Customer expressly acknowledging that data provided to Proximity is either: (i) provided by third parties (including Customer and its Affiliates) to Proximity, and Proximity does not check or verify (and has no means of verifying or checking) the accuracy and completeness of such data, and responsibility for ensuring the accuracy and completeness of such data rests with the third party that provided the data to Proximity; or (ii) sourced by Proximity from third parties and used by Proximity "as is", and Proximity does not check or verify (and has no means of verifying or checking) the accuracy and completeness of such data, and responsibility for ensuring the accuracy and completeness of such data rests with the third party from which Proximity sourced that data. Customer expressly acknowledges that entities which provide data to Proximity have no responsibility or liability with respect to such data. In no event shall either Proximity or Customer or its Affiliates be liable to any other party (or to any person or entity claiming through such party) for (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of use; (g) any special, indirect, incidental, consequential or pure economic loss, costs, damages (whether punitive or otherwise), charges or expenses; or (h) loss or corruption of data or information, in each case regardless of the theory of liability whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise howsoever arising, even they have been advised of the possibility of such damages or if their remedy otherwise fails of its essential purpose. Nothing herein limits or excludes either Proximity's or Customer's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of its obligations under Section 8 (Indemnity) or Section 10 (Confidentiality); or (d) any other liability which cannot be limited or excluded by applicable law.

12. Termination

12.1 Access

Proximity may terminate Customer's access to the Services immediately on written notice to Customer if Customer fails to pay any amount due by it on the due date for payment and that amount remains unpaid for at least thirty (30) days after the due date for payment. Either Proximity or Customer may terminate the access granted/sought hereunder immediately on written notice to the other if: (i) the other commits a material breach of its obligations hereunder and such breach is irremediable; (ii) the other commits a material breach of its obligations hereunder and fails to cure that material breach within thirty (30) days from the date on which it has received a written notice of the breach and a demand for cure; or (iii) either party becomes unable or admits an inability to pay its debts as they fall due, is declared to be unable to pay its debts under applicable law, suspends making payments on any of its debts, or by reason of actual or anticipated financial difficulties, commences negotiations in writing with one or more of its creditors.

12.2 Consequences of Termination

If access to the Services is terminated for any reason or expires: (a) Proximity shall be entitled to invoice Customer for any outstanding fees for access and services provided but not yet invoiced, and Customer shall pay those invoices promptly (without any setoff or reimbursement); (b) each of Proximity and Customer shall

(subject to any provisions herein to the contrary) promptly and securely destroy all property and Confidential Information (including any personal data and Customer data) belonging to the other then in the possession, power or control of the first party and/or its Affiliates, provided that such party may retain a copy of any Confidential Information to the extent it (i) has a right to use such Confidential Information hereunder and such right expressly continues following expiry or termination, or (ii) requires a copy of such Confidential Information for archival purposes or to satisfy its obligations under applicable law; (iii) Customer shall immediately cease using anything provided or made available by Proximity hereunder, including the Platform; and (iv) Proximity shall be entitled to revoke all use granted to Customer to the Services and the Platform. Termination in accordance herewith shall not prejudice or affect any right or action or remedy which has accrued or shall thereafter accrue in relation to either Proximity or Customer.

13. Compliance with Law

13.1 Insider Trading

Customer acknowledges that it and its personnel are aware that United Kingdom securities laws and the laws of other jurisdictions contain restrictions on trading in securities of a company by persons possessing material non-public information about a company and prohibit the purchase or sale of securities of that company or from communicating such information to any other person or entity that may purchase or sell such securities. Such restrictions make the improper use or disclosure of material non-public information illegal.

13.2 Regulatory Oversight and Assistance

Each of Proximity and Customer shall remain responsible for all interactions that it may have or be required to have with its regulatory bodies from time to time. If a regulatory body approaches a party in relation to the activities of another in connection with or related hereto, such party shall (unless prohibited by applicable law) notify that other of that approach and its discussions with the regulatory body. Each party shall deal in an open and co-operative way with any regulatory body of the other in the discharge of that regulatory body's functions in accordance with applicable law, including in connection with any element of the provision or use of the Services or any breach hereof.

14. General

14.1 Governing Law/Jurisdiction

These Terms and Conditions any related non-contractual matters in relation hereto shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction of any dispute arising out of or in connection herewith.

14.2 Force Majeure

A party shall not be liable for any delay in performance due to an act of God, nature, pandemic, public enemy, terrorism, earthquake, flood, fire, government order, riot, civil disobedience, labour strike, or any other causes beyond its reasonable control, and without its fault or negligence, including, by way of example and not limitation, a shortage of supplies or personnel, interruption of electricity, communication, or transportation. The party whose performance is delayed will use commercially reasonable efforts to notify the other and minimize its effect.

14.3 Notices

All notices hereunder must be in writing and sent to the business addresses specified above, in case of Proximity, and in the relevant Order, in case of Customer, unless a party designates otherwise.

14.4 Entire Agreement

These Terms and Conditions constitute the complete understanding of the parties, and supersede all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations, and understandings (written and oral) between the parties, with regard to the subject matter hereof. Customer confirms that it is not seeking access to the Services in reliance upon any agreement, promise, representation, or understanding made by or on behalf of Proximity that is not contained herein.

14.5 Severability

If any provision in these Terms and Conditions is or may become illegal, invalid or unenforceable, then such provision shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as being *pro non scripto* (as if it had not been written or included) and severed from the balance of these Terms and Conditions, without invalidating the remaining provisions hereof. For the avoidance of any doubt, the remaining Terms and Conditions shall be enforced to the full extent permitted by applicable law and shall remain binding on Customer.

14.6 Survival

The provisions of these Terms and Conditions that, by their nature and content, must survive the completion, rescission, termination or expiration in order to achieve the fundamental hereof shall so survive and continue to bind the parties.

14.7 Rights of Third Parties

These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 except that Proximity's Affiliates may enforce the benefits provided to such companies pursuant hereto. Nothing herein shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liabilities whatsoever.

14.8 Relationship of the Parties

The parties are independent contractors for purposes hereunder, and these Terms and Conditions do not create any partnership, joint venture, employment, franchise, or agency relationship.

14.9 Assignment

Neither party may assign any of its rights or obligations without the prior written consent of the other (not to be unreasonably withheld). However, either party may assign their rights and obligations hereunder in its entirety, without consent of the

other, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Proximity may also assign rights and obligations at any time to a Proximity Affiliate. Any attempt to assign rights or obligations hereunder in breach of this Section will be void and of no effect. Subject to the foregoing, these Terms and Conditions will bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Proximity may subcontract any of its obligations hereunder, provided it shall remain fully liable and responsible for its subcontractor's actions or omissions in violation hereof.

14.10 Inconsistencies

If there is any conflict between the provisions of an Order, these Terms and Conditions or any End User Agreement, such conflict shall be resolved in accordance with the following descending order or priority: (a) an Order (unless the terms of hereof expressly state that a particular provision of these Terms and Conditions shall prevail); (b) these Terms and Conditions; and then (c) the End User Agreement.

14.11 Amendments

Customer acknowledges and agrees that Proximity may, in its sole discretion, amend and/or substitute any of, or the whole of, these Terms and Conditions from time to time. Should Proximity elect to amend these Terms and Conditions, the revised Terms and Conditions will be provided to Customer electronically or posted on the Platform. Customer undertakes to check the Platform for any changes that may be made to these Terms and Conditions. If Customer uses or accesses the Platform after the these Terms and Conditions have been changed or amended, Customer will be deemed to have accepted those changes or amendments.

Terms & Conditions: 2024.07.02

Last updated: 2 July 2024