



SERVICE APPLICATION FORM

SECTION A: TO BE COMPLETED IN FULL BY ALL CLIENTS APPLYING FOR KYC SERVICES

| A1: CLIENT INFORMATION | | |
|-------------------------------|---|--|
| 1. | Full registered name of business or name of sole proprietor | |
| 2. | Business registration number or identity number of sole proprietor | |
| 3. | VAT / TAX number, if any | |
| 4. | Nature of business i.e. Core Industry of business | |
| 5. | Type of business i.e. sole proprietor, close corporation/Pty Ltd, other | |
| 6. | Full name and surname of authorized signatory/ies | |
| 7. | Designation of authorized signatory/ies | |
| 8. | Physical address | |
| 9. | Postal address | |
| 10. | Telephone number(s) | |
| 11. | Email address of signatory/ies | |
| 12. | Email address/es of key contact person/s | |

| | |
|------------|--|
| A2: | THE FOLLOWING DOCUMENTS AS APPLICABLE MUST BE SUBMITTED WITH THIS COMPLETED APPLICATION FORM: |
| | |

- o Business registration
- o Authorisation to act on behalf of the business entering into this agreement
- o Identity document (sole proprietor)

FEEES FOR SERVICES

Screening / Screening and monitoring

Sanctions, PEPs, Adverse Media

**Price: NAD30
per screening and monitoring
credit per year.**

Less discount by volume:
creens (-2.5%)
creens (-5%)
creens (-10%)

Payment of screening credits ordered is due in advance and credits will be loaded to www.kycnamibia.com for client use, upon receipt of cleared funds.

The undersigned accept/s the Terms attached hereto and declares that s/he is / are duly authorized to sign –

For and on behalf of **the Client**:

For and on behalf of **KYC DUE DILIGENCE SERVICES CC**:

SIGNATURE: _____

SIGNATURE: _____

NAME:

NAME:

CAPACITY:

CAPACITY:

DATE:

DATE:

SIGNATURE: _____

NAME:

CAPACITY:

DATE:

SECTION B: GENERAL TERMS AND CONDITIONS OF SERVICE

Thank you for using our services (“**Services**”).

KYC (“we” / “us”) hereby grants to the Client (“you”) a personal, non-exclusive and non-transferable right to use the Services and Materials for the duration of this agreement strictly in accordance with these Terms.

1. INTERPRETATION

- 1.1 In this Agreement, clause headings are for convenience and shall not be used in its interpretation, and unless the context indicates the contrary intention;
- 1.2 Any expression which denote (i) the singular shall include the plural and vice versa; (ii) any gender includes the other gender; and (iii) a person includes an artificial person or juristic person and vice versa;
- 1.3 Any reference to any legislation shall include any amendment, replacement or re-enactment of such legislation from time to time;
- 1.4 When any number of days is prescribed, such number shall include the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

2. DEFINITIONS

- 2.1 “**Business Days**” means any day other than a Saturday, Sunday or public holiday in the Republic of Namibia;
- 2.2 “**Charges**” means KYC’s charges for the Services, as agreed between the parties and as set out in the Service Application Form, together with such other additional charges as may be agreed upon between the parties from time to time;
- 2.3 “**Client**” means the client of KYC as named on the Service Application Form as User of the Services;
- 2.4 “**Client Data**” means data belonging to or provided by the Client;
- 2.5 “**ComplyAdvantage**” means IVXS UK Limited of 8A Lower Grosvenor Place, London, SW1W0EN, company number 08964733, trading as ComplyAdvantage;
- 2.6 “**ComplyAdvantage Data**” means all data held within ComplyAdvantage databases, other than Client Data, that is accessible to the Client through use of the Services;
- 2.7 “**Confidential Information**” means information that is proprietary or confidential and is clearly labelled as such or identified as Confidential Information by the parties;
- 2.8 “**Effective Date**” means the date of effective payment for KYC services;
- 2.9 “**Information**” means personal data (full name, maiden name or AKAs, place and date of birth, country of residence and country of citizenship, occupation and information on additional roles and the relationship (if applicable) to a public figure) compiled and maintained by ComplyAdvantage and / or KYC on data subjects, including Politically Exposed Persons (PEPs) and Special Interest Persons (SIPs) which includes individuals due to his/her prominence in the news owing to his/her involvement in selected criminal activity.
- 2.10 “**KYC**” means KYC Due Diligence Services CC 2015/15179 registered in the Republic of Namibia and trading as KYC;

- 2.11 **“Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any personal data processed under this agreement;
- 2.12 **“Renewal Increase”** means the escalation in charges by KYC for the Services as must be agreed between the parties.
- 2.13 **“Scheduled Maintenance”** means any work notified in advance to the Client to be carried out by KYC or on its behalf that may cause the Services to be temporarily suspended during Working Hours;
- 2.14 **“Service Application Form”** means Section A to this document that defines the specific services to be provided by KYC and pricing;
- 2.15 **“the Services”** means the PEP and adverse media checking and anti-money laundering tool provided by KYC for the Client’s own internal business purposes and such other use as may be permitted by KYC in writing from time to time, or other KYC Services under this agreement as set out in the Service Application Form and Terms;
- 2.16 **“Site”** means KYC’s website at kycnamibia.com, or other websites that KYC choose to operate and provide Services through;
- 2.17 **“Software”** means ComplyAdvantage’s data management and manipulation software made available by KYC to the Client and any other data management and manipulation software that KYC choose to use in providing the best possible Services and outcomes to the Client;
- 2.18 **“VAT”** means value added tax chargeable under Namibia Law for the time being and any similar additional tax;
- 2.19 **“Working Hours”** means 8am to 5pm Namibian time on Business Days.

3. SUPPLY OF THE SERVICES

- 3.1 KYC shall provide Services to the Client with reasonable skill and care and on the terms and conditions of this agreement.
- 3.2 The Services supplied under this agreement shall be supplied for the period set out in the Service Application Form.
- 3.3 Where KYC itself provides links from its Site or Services contain links to other sites and resources provided by third parties, these links are provided for the Client’s information only. KYC has no control over the availability or content of such other sites or resources and accepts no responsibility or liability for them or for any loss or damage that may arise from the Client’s use of third party sites or materials.
- 3.4 The Client recognizes that KYC is always finding ways to improve the Services and add features and agree that KYC may change the Service from time to time with no warranty, representation or other commitment given in relation to the continuity of any functionality of the Services.

4. CHARGES AND PAYMENT

- 4.1 The Client shall pay the Charges for the Services in accordance with this agreement.
- 4.2 Payment shall be made in Namibian Dollars.
- 4.3 All Charges quoted to the Client for the provision of the Services are exclusive of any VAT.
- 4.4 Time is of the essence in relation to the payment of any Charges due pursuant to this agreement. The Client agrees to pay to KYC the Charges for the Services set out in the Service Application Form and / or invoices

without deduction or set-off of any nature. Payment shall be made into our nominated bank account as specified in our invoices, within 30 days from the date of invoice.

- 4.5 No payment shall be deemed to have been made until KYC has received such payment in cleared funds from the Client.
- 4.6 If the Client fails to pay any sums due (subject to any separate agreement in writing between the parties from time to time), KYC shall notify the Client but reserves the right to immediately disable the account and temporarily suspend the provision of the Services to the Client until such time as any outstanding invoices have been settled in full in cleared funds, whereupon the Services will be reinstated. Suspension is without prejudice to KYC's right to terminate this agreement in accordance with Clause 8.

5. TERMS OF USE

- 5.1 The Client shall use the Information in strict compliance with applicable laws and regulations within the jurisdictions in which it accesses and uses the Information.
- 5.2 The Client shall access the Information only if authorised and only for the legitimate interests and particularly for the purposes of assisting in complying with legal duties and regulations which apply to the Client such as due diligence, anti-money laundering, "know your customer" compliance or similar regulatory screening obligations.
- 5.3 Except to the extent permitted or required the Client shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Information to any third party, nor make the Information available for any such use; or (b) create or store in electronic form any library or archive of the Information save that the Client shall be entitled to retain copies of the Information necessary for archival, regulatory and/or compliance purposes.
- 5.4 Any information released by KYC (including but not limited to any information contained in the Reports) shall in no way be construed as our opinion on the integrity or motives of any party reported upon but merely reflects a recording of information received by us from various sources from time to time.
- 5.5 Client understands and acknowledges that KYC gives no opinion and makes no recommendation in relation to persons appearing in the ComplyAdvantage Data or other third party databases KYC might use; and results derived from the Client's use of the Services should not be used to draw any automatic conclusion, or relied upon in isolation to make a decision, relating to any person flagged or not flagged in the course of the Client's use of the Services.
- 5.6 Use of the Reports and any other information as aforesaid requires the Client to use own skill and judgement.
- 5.7 The Client shall be solely liable for all opinions, recommendations, comments made or actions and decisions taken in reliance on the Reports and information as aforesaid.

6. SECURITY

- 6.1 KYC provides the delivery mechanism for the Client to connect to our systems in order to receive the Services from us.
- 6.2 The Services and Reports are made available to the Client by means of a delivery mechanism requiring a security or access code, and we shall furnish this to you. The Client must ensure that only authorized

representatives have access to the security or access code and that the security or access code is not shared. The Client shall notify us immediately if the security or access code is no longer secure or may have been disclosed to any unauthorized person/s, and we will replace the security or access code within a reasonable period after receipt of written notification.

- 6.3 The Client shall comply with and shall ensure that all its employees, representatives, sub-contractors and agents abide by our policies and processes relating to the transmission of data and any other information between us via our delivery mechanism. Where necessary, we will furnish you with the necessary software including encryption software, to enable requests to be sent in the manner prescribed by us.
- 6.4 The Parties shall immediately notify the other in writing of any breach or attempted breach of security of which it becomes aware and will take reasonable steps to prevent recurrence thereof and to mitigate the effects of such breach or attempted breach and the other Party shall give its full co-operation with such investigation. The Client shall be liable for transactions, fees and other costs arising out of the use by any person of the Services including use of the Services arising from a security breach.
- 6.5 The Client shall not use the Services in any way so as to bring the Services, ComplyAdvantage or KYC into disrepute; shall not use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libelous or menacing; shall not use the Services in a manner which infringes the Intellectual Property, proprietary or personal rights of any third party, including data subjects; shall not misuse the KYC Site by introducing viruses, trojans, worms, logic bombs or other material which is technologically harmful; shall not attempt to gain unauthorised access to the Site or Services, the server on which the Site or Services are stored or any server, computer or database connected to the Site or Services; shall not attack the Site or Services via a denial-of-service attack or a distributed or malicious denial-of service attack or access the Software, Services or the Site in order to build a product or services which competes with the Software or Services.
- 6.6 A breach of clause 6.5 constitutes a material breach of this agreement and may result in the withdrawal or suspension of any rights to use the Services.
- 6.7 The Client will keep its password and other access details for Use with the Services confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. The Client shall notify KYC immediately if it believes that such information is no longer secret. The Client is solely responsible for all activities that occur under the Client's password or account. The Client shall not permit any person to access the Services for any unauthorised purpose that would constitute a breach of this agreement if such a breach was carried out by the Client.
- 6.8 The Client shall not make any part of the Services available to anyone whose principal place of work is not one of the Client organisation's sites, except as permitted under this agreement or authorised by KYC in writing; or alter any part of the Services.

7. CONFIDENTIALITY

- 7.1 The Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not include information that-
 - 7.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or
 - 7.1.2 was in the other party's lawful possession before the disclosure; or
 - 7.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

- 7.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 7.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 7.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 7.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 7.4 The Client acknowledges that KYC and ComplyAdvantage Software, Data and the Materials constitute Confidential Information.
- 7.5 This clause shall remain in force in perpetuity unless agreed otherwise in writing between the parties.

8. TERMINATION

- 8.1 KYC may immediately and without notice to the Client suspend the provision of Services to the Client if the Client fails to pay any Charges due to KYC under this agreement.
- 8.2 KYC retains all data for 5 years from date of termination.

9. TRANSFER AND SUB-CONTRACTING

- 9.1 KYC may at its reasonable discretion and upon reasonable prior written notice to the Client assign, transfer or deal in any other manner with all or any of its rights under this agreement or any part thereof to a third party.
- 9.2 The Client may not assign, sub-contract, sub-licence or otherwise transfer any rights or obligations under this agreement or any part thereof without the prior consent in writing of KYC, such consent not to be unreasonably withheld or delayed. Subject to requiring any such associated company to comply with the terms of this agreement as regards confidentiality restrictions and the right to use and process such information and results, the Client may share any information and results obtained from using the Services with any associated company of the Client.

10. WARRANTY AND LIMITATION OF LIABILITY

10.1 You agree that your access to, and use of the Information is on an “as is”, “as available” basis and ComplyAdvantage and KYC specifically disclaim any representations and warranties, whether express or implied, including without limitation, any representations or warranties of merchantability or fitness for a particular purpose. These Terms do not give you any rights against third party information providers with respect to use of Information.

10.2 Without limitation of liabilities arising out of fraud or fraudulent representation or death and personal injury caused by negligence, neither ComplyAdvantage nor KYC will be liable to you or any other person as a result of your access to or use of the Information whether for direct, indirect, consequential, special, incidental, punitive, including, without limitation, lost profits and lost revenues (collectively, the “Excluded Damages”), whether or not characterized in negligence, tort, contract or other theory of liability, even if any of the ComplyAdvantage or KYC Parties have been advised of the possibility of or could have foreseen any of the Excluded Damages, and irrespective of any failure or an essential purpose of a limited remedy. If any applicable authority holds any portion of this section to be unenforceable, then the ComplyAdvantage and KYC Parties’ liability will be limited to the fullest extent permitted by applicable law.

11. BREACH

Should either Party breach any provision of this Agreement (“the Defaulting Party”) and fail to remedy such breach within seven (7) Business Days after receiving written notice to the effect, then the other Party (“the Aggrieved Party”) shall be entitled, without prejudice to its rights in law including any other rights to claim damages, to cancel this Agreement or to claim immediate specific performance of all of the Defaulting Party’s obligations whether or not otherwise then due for performance.

12. DOMICILIUM

12.1 The Parties choose as their domicilium citandi et executandi as regards to you – the addresses set out in Part A of the Service Application Form; and

The Client – the following address:

KYC Due Diligence Services CC
530 Dante Street
Prosperita
Windhoek
Namibia

13. DATA PROCESSING

- 13.1 We protect our website and other systems through technical and organisational measures against the loss, destruction, access, modification or dissemination of your data by unauthorised persons, such as during the creation of the kycnamibia.com account or a later login through an SSL encryption.
- 13.2 The Client's use of the KYC Site constitutes acceptance of these terms and conditions of personal data confidentiality and processing and Client acknowledges the KYC Privacy Policy available at www.kycnamibia.com.
- 13.3 The Client warrants and represents that all personal data provided to KYC for processing pursuant to this agreement shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Client ensuring that any required fair processing information and all necessary consents have been given to and received from the data subjects), with data protection legislation. KYC is not required to check or monitor the accuracy, contents or Client's use of any personal data and, accordingly, KYC has no liability or responsibility whatsoever howsoever arising directly or indirectly to the Client for the accuracy, contents or Client's use of such personal data.
- 13.4 The categories of data subjects involved in the processing are: a) Authorised Users; and b) those persons required to undergo customer due diligence as part of the Client's sanctions and anti-money laundering procedures.
- 13.5 The types of personal data to be processed under this agreement are: a) the Service Data; b) Authorised Users' account details and activity deriving from their use of the Services, including name, IP address, email address, name, and login time; and c) the types of personal data set out in clause 15 to this Agreement.
- 13.6 Insofar as KYC processes personal data on behalf of the Client, KYC: a) unless required to do otherwise by data protection legislation, shall (and shall take steps to ensure each person acting under its authority shall) process the personal data only on and in accordance with the Client's documented instructions; b) if any Applicable Law requires it to process personal data other than in accordance with the instructions, shall notify the Client of any such requirement before undertaking such processing of the personal data (unless the Applicable Law prohibits such information on important grounds of public interest); and c) shall inform the Client if KYC becomes aware of a processing instruction that, in KYC's opinion, infringes any data protection legislation.
- KYC shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Client's processing instructions following the Client's receipt of that information.
- 13.7 KYC shall ensure that all persons authorised by it (or by any Sub-Processor) to process personal data are subject to a binding written contractual obligation to keep the personal data confidential (except where disclosure is required in accordance with any Applicable Law, in which case KYC shall, where practicable and not prohibited by Applicable Law, notify the Client of any such requirement before such disclosure).
- 13.8 The KYC site administration does not verify the validity of the personal data provided by the Client. The Client warrants that the personal data provided is valid and accurate, and agrees to notify the site administration of any changes to such data. Any damages incurred by the Client, by the site administration or by third parties resulting from receiving erroneous, inaccurate or incomplete data in forms of personal data capture will be the Client's exclusive responsibility.

If you provide personal data of third parties, you are responsible for informing third parties on the use of this data as well as for obtaining consent.

KYC collects and processes the data you have provided for the purpose of carrying out the Services.

After complete processing of the Services or deletion of your user account, your data will be maintained on record with KYC for 5 years.

14. RECORDS, INFORMATION AND AUDIT

During the subsistence of the agreement KYC shall maintain, in accordance with data protection legislation binding on KYC, written records of all categories of processing activities carried out on behalf of the Client.

15. THE SERVICES

Our registered Client shall order screening credits through www.kycnamibia.com.

The Client shall receive an invoice and upon receipt of cleared funds, KYC shall load the screening credits to the Client's own, secure account at www.kycnamibia.com.

The Client may upload subjects to its www.kycnamibia.com account, via the Batch Screen or Quick Screen functions.

KYC will use all the data you supply to run a search of the ComplyAdvantage Risk and Compliance database, or other third party database providers, on your behalf.

KYC will supply a list, in PDF format, of closely matching names that are on these databases.

In the event that there are no matches, a search report will be available showing this for the User's records.

If there is a precise and unique match with the details we will supply a full report as part of the results that we send to the User.

All the documents supplied will include confirmation of the time and date that the search was run.

All subjects uploaded via the Batch or Quick Screening functions, will be monitored on ongoing basis for 12 months from date of upload.

The Client shall be notified of all subject records to expire in any subsequent month, within 35 days from expiry, whereupon the Client shall ensure to order new or additional screening credits to ensure a continuation of the Services.

Where sufficient credits remain on the Client account, the Client agrees that KYC shall automatically renew the monitoring of accounts up for expiry.

Where upon expiry the Client does not maintain sufficient credits for automatic renewal, KYC will, after due notice to the Client, deactivate monitoring on expired subjects.

You may order any amount of credits, on an ongoing basis, through the KYC Website www.kycnamibia.com.

Credits may be used for BATCH / bulk uploads or QUICK screens.

BATCH uploads are set to monitor by default.

QUICK screens may be set to monitor.

Unused credits expire after 24 months.

Monitoring per subject expires at 12 months.

This Service does not equate to verification: It checks the names of individuals or organisations against industry, law and regulatory watch lists but it does not verify client identities. However, any negative data or risks identified (e.g. politically exposed persons) through this Service can help the User in compiling a picture of its client.

This Service is not a criminal records check: There is no publicly available list or database of Namibian criminal convictions so it is not possible to run a criminal record check. A manual criminal check may be performed upon request by the Client of a client profile investigation report, at a fee to be advised.

Searching for an individual

Supply first name and surname and a date of birth or year of birth.

Searching for an entity

Supply the name of the entity.

Scheduled Maintenance

ComplyAdvantage on behalf of KYC, will endeavour to provide the following minimum levels of notice in respect of Scheduled Maintenance:

Maximum Outage Period Minimum Notice 5 minutes 24 hours; 10 minutes 5 Business Days; 30 Minutes 10 Business Days; More than 30 minutes 20 Business Days.

Telephone and Email Support

Telephone support is provided during Working Hours. Email support is provided during Working Hours. Emails received outside of Working Hours will be collected, however no action can be guaranteed until commencement of Working Hours on the next Business Day, unless otherwise agreed with the Client.

Contact details for support are as follows: Email admin@kycnamibia.com.

16. GENERAL

These Terms represent the entire agreement between both parties relating to the Service and supersede all prior agreements and representations. No failure or delay by any party in exercising any right or remedy under these Terms shall operate as a waiver of any such right or remedy. Neither party will be liable for any loss or failure to perform an obligation due to circumstances beyond their reasonable control.

These Terms shall be subject to the laws of the Republic of Namibia and the parties submit to the exclusive jurisdiction of the courts in Namibia.

By using the Service, you agree to be bound by these Terms.

KYC DUE DILIGENCE SERVICES
CC/2015/15179
info@kycnamibia.com
www.kycnamibia.com