

Floww Terms of Service - Companies

About Floww

- FOMtech is the provider of a platform which facilitates the sharing, validation and aggregation of data for the purpose of informing investment into companies by venture capital firms, investors, accelerators, family offices and/or brokers ("**Firms**") (such platform being "**Floww**").
- You (the "**Company**") are a company that intends to make use of Floww for the purposes of sharing your data with Firms, as well as to manage your company data.
- FOMtech is the legal and beneficial owner and licensor of Floww and is willing to license the Company to use Floww as well as certain information and data produced by FOMtech through Floww on the terms set out in this Agreement.

1. By using Floww you accept these terms

- By clicking "Accept", the Company confirms that it accepts the terms of use set out in this Agreement and that the Company agrees to comply with the terms set out in this Agreement.
- If the Company does not agree to these terms, the Company must not click "Accept" or make use Floww.
- Schedule 1 (*Glossary of Terms*) sets out the meaning of any terms capitalised in this Agreement.

2. Provision of Floww

- FOMtech shall provide Floww to the Company from the Effective Date and until the termination or expiry of this Agreement for whatever reason.
- Subject to Clause 12 (*Data Protection*), FOMtech may delegate, subcontract or use any person to exercise or perform any of any of its obligations on its behalf.

3. Scope of Use of Floww

- The Company may use Floww and the Floww Data in accordance with the following scope of use:
 - The Company may upload its Company Data to Floww and share this Company Data with other Participants. The Company may also access Floww Data.
 - Registered Users may add their own User Data to the data that the Company is able to access using Floww. Any User Data will be available only to the Company and its Registered Users, unless shared with other Participants (at the Company's discretion).
 - The Company may not use Floww or any Floww Data other than as specified in this Agreement without the prior written consent of FOMtech.

- The Company may purchase a premium subscription option on Floww to increase access to certain Firms.
- Any Third-Party Software shall be deemed to be incorporated within Floww for the purposes of this Agreement (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms. FOMtech may provide certain notices to the Company regarding any Third-Party Additional Terms in connection with such Third-Party Software and the Company shall follow such Third-Party Additional Terms. All Intellectual Property Rights in the Third-Party Software shall remain with the third party owner.
- The Company shall indemnify and hold FOMtech harmless against any loss or damage which it may suffer or incur as a result of the Company's breach of any Third-Party Additional Terms howsoever arising.
- FOMtech may treat the Company's breach of any Third-Party Additional Terms as a breach of this Agreement.
- The Company shall, and shall procure that any Registered Users shall, comply with the following user rules when using Floww:
 - to ensure that each user of Floww becomes a Registered User and is made aware of FOMtech's Privacy Policy;
 - to ensure that Registered Users do not share their access credentials to Floww with any other person;
 - to only access and use Floww for the business purposes of the Company, its advisers or the business purposes of its Registered Users;
 - to only access Floww in the manner prescribed by FOMtech;
 - not to (and not to attempt to) copy, modify, duplicate, creative derivative works from, frame, mirror, republish, download, display, transmit, adapt, reverse engineer, decompile, disassemble, make error corrections to or distribute all or any portion of Floww or any Floww Data in any form or by any means unless expressly permitted under this Agreement;
 - to ensure that no viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful is introduced or uploaded to Floww;
 - to ensure that no one granted access to Floww under this Agreement attempts to gain unauthorised access to Floww, the server on which Floww is stored or any server, computer or database connected to Floww;
 - to ensure that Floww and any Floww Data is only used for lawful purposes and only for the purposes set out in this Agreement;
 - to ensure that no denial-of-service attack, distributed denial-of-service attack is carried out on Floww by anyone granted access to Floww under this Agreement;

- not to share any functionality details of Floww or the contents of Floww Data with any party that may be in competition with FOMtech or to access all or any part of Floww in order to build a product or service which competes with Floww;
- not to use Floww for the carrying out of fraud or any other criminal offence;
- on request, to supply to FOMtech without delay all information FOMtech reasonably requests in relation to the Company and/or the Company's Registered Users' use of Floww; and
- to operate at all times in compliance with all Applicable Law.
- The Company will be responsible for:
 - configuring its information technology, computer programs and/or platform in order to access Floww;
 - any use of virus protection software;
 - any back-ups and storage of its own Company Data; and
 - making any arrangements necessary in order for it and its Registered Users to be able to use Floww.
- The Company shall not:
 - sub-license, assign or novate the benefit or burden of this Agreement in whole or in part;
 - allow Floww to become the subject of any charge, lien or encumbrance; and
 - deal in any other manner with any or all of its rights and obligations under this Agreement,

without the prior written consent of FOMtech.

- FOMtech may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to the Company.
- Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- A party assigning any or all of its rights under this Agreement may disclose to a proposed assignee any information in its possession that relates to this Agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this Clause 7 shall be made until notice of the identity of the proposed assignee has been given to the other party.
- The Company shall:
 - notify FOMtech as soon as it becomes aware of any unauthorised use of Floww by any person; and

- pay for broadening the scope of the licenses granted under this Agreement to cover the unauthorised use an amount equal to the Fees which FOMtech would have levied had it licensed any such unauthorised use on the date when such use commenced.

4. Scope of use of Company Data

Uploads and Proof of Access

- The Company may upload Source Documents to Floww (subject to Clause 4.16). Following upload by the Company of any Source Document, FOMtech shall process the Source Documents to produce Processed Company Data. Processed Company Data will be presented on Floww to other Participants, subject to Data Permissions.
- Firms may also upload Source Documents relating to the Company onto Floww, provided they have acquired any necessary approvals. The Firm that uploads such Source Documents thereby provides Proof of Access for the Data Category that relates to that Source Document and shall be entitled to receive updated versions of Source Documents in that Data Category relating to the Company (provided that Data Permissions are not revoked by the Company or by FOMtech in accordance with this Agreement).

Data Permissions

- The Company shall have access to, and is entitled to control the Data Permissions relating to, Company Data that is uploaded by any Participant (including the Company) and to any Processed Company Data which relates to the Company subject to Clause 4.
- In respect of the Company Data and Processed Company Data referred to in Clause 3, the Company may at any time in respect of any Participant:
 - revoke future Data Permissions for any Source Documents, meaning that the Participant will not receive any updated Source Documents in relation to the Company from the point in time at which Data Permissions are revoked; and
 - revoke historic and future Data Permissions for any Processed Additional Data, meaning the Participant will no longer be able to access any Processed Additional Data in relation to the Company,

but the Company may not apply Data Permissions to any Processed Core Data.

- FOMtech's access to and use of Company Data in accordance with this Agreement will not be affected by Data Permissions.
- FOMtech is able to amend Data Permissions for any Participant:
 - following termination or expiry of the Participant's licence to use Floww;
 - where such Participant is in breach of its agreement with FOMtech; or
 - where necessary to ensure the ordinary operation of Floww.

Use of Company Data

- The Company may access:

- any Source Documents relating to the Company; and
- any Processed Company Data (but may not download or store any such Processed Company Data) relating to the Company using Floww.
- The Company may access any Floww Data using Floww (but may not download or store any such Floww Data).

Local Dashboard and Central Database

- Each Participant will be given its own Local Dashboard, through which it may upload Company Data and view Floww Data stored on the Central Database as this becomes available.
- Registered Users may apply User Data to any data on Floww through the Local Dashboard.
- The Company will upload any Company Data it wishes to upload to Floww by way of the Local Dashboard in accordance with this Clause 4 (*Scope of use of Company Data*).

Responsibility for Company Data

- The Company warrants that it will only upload Source Documents to Floww that relate to the Company and not to any other entity.

Anonymisation and Aggregation of Company Data

- Floww will automatically aggregate and pseudonymise all Company Data on Floww ("**Aggregated Data**") and FOMtech will use Aggregated Data to produce anonymised data sets and Work Product ("**Anonymised Data**"). Anonymised Data shall be provided to Participants on Floww.
- The Company may also gather data on the Company's use of Floww and may use this data for the purposes of service improvement and for its internal and external business purposes.

5. Floww content

- The Company shall ensure that any content it uploads (including the Company Data) on Floww does not infringe any Applicable Laws or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights).
- The Company acknowledges that FOMtech have no control over any content placed on Floww by the Company or its Registered Users and FOMtech do not purport to monitor the content of Floww. FOMtech reserves the right to remove content from Floww where it reasonably suspects such content is inappropriate
- The Company hereby agrees to indemnify and hold harmless the Company on demand against all Loss arising as a result of any action or claim arising from a breach of Clause 1.

6. Service Assurance

- FOMtech makes no guarantee that Floww or any Floww Data will be:
 - free from errors or omissions, bugs or viruses; or
 - available or uninterrupted,

and FOMtech accepts no liability in respect of the accuracy or availability of Floww or any Floww Data, for any reliance placed on any content on Floww or for any Loss caused by the Company's use of Floww.

- Floww shall function on an “as is” and on an “as and when available” basis. FOMtech does not warrant that the use of Floww will be uninterrupted or error-free.
- The Company accepts responsibility for the selection of Floww to achieve its intended results and acknowledges that Floww has not been developed to meet the individual requirements of the Company.
- The Company acknowledges that any Open-Source Software and Third-Party Software provided by FOMtech is provided "as is" and expressly subject to the disclaimer in Clause 5.
- All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7. Floww Development

- FOMtech may modify, upgrade and improve Floww in stages of development. The Company and its Registered Users' continued use of Floww after any developments have been made will constitute acceptance of those developments.
- The Agreement shall automatically apply to and govern the provision of the latest version of Floww.

8. Compliance with Laws

- The Company acknowledges that FOMtech is a technology platform provider and that Floww is a technology platform, neither of which requires FOMtech to be authorised, licensed or regulated in order to operate. The Company will be solely responsible for complying with all Applicable Law and obtaining and maintaining at the Company's sole expense all necessary approvals, authorisations, permissions, licences and legal and regulatory advice relating to:
 - the Company's offering to prospective users of access to, and use of, Floww (including as a financial promotion);
 - on-boarding prospective users as Registered Users, including carrying out compliant customer due diligence and know-your-customer checks and maintaining such checks;
 - the Company's and its Registered Users' access to and use of Floww; and

- any offering of Floww to Registered Users that is considered to be a Regulated Activity (including any investment decisions taken on the basis of data Processed Company Data or Floww Data).
- FOMtech do not provide any warranty or assurance that Floww complies with any Applicable Law. FOMtech does not provide investment advice.
- The Company agrees that it shall
 - comply with Applicable Law; and
 - monitor and be responsible for any suspicious activity arising from the Company's access to and use of Floww.

9. Fees

- The Company must ensure that it has provided (and maintains) up to date payment details on Floww to access the premium subscription. The charging and payment of Fees by the Company will be processed by Stripe (and its affiliates) on behalf of FOMtech.
- The Company shall be automatically charged the Fees due for the first month of use prior to obtaining a licence to use Floww via the payment details it has provided. Further payments will be taken one (1) month following the previous payment (each such month being a "**Charge Month**"). The Company must pay the Fees for each Charge Month in advance of its use of Floww and any Floww Data for the following Charge Month.
- Where the Company agrees to purchase the premium subscription under Clause 1(d) during a Charge Month, any Fees arising during that Charge Month in respect of those premium products shall be charged by FOMtech and paid by the Company prior to the beginning of the next Charge Month in addition to the Fees due for the subsequent Charge Month.
- Access to Floww's premium subscription will cease if payment fails to be taken at the beginning of each Charge Month. The Company must ensure that its payment details on Floww are up to date. If any payment fails to be taken, the Company should contact FOMtech at support@floww.io to make payment in order to resume access of Floww.
- All sums payable under this Agreement are exclusive of relevant local sales tax or value added taxes ("**VAT**"). FOMtech shall charge the Company for any applicable VAT in addition to any Fees and the Company must pay any such VAT.
- FOMtech may increase the Fees it charges for access to Floww at its discretion at any time. The Company may view the level of Fees from time to time through Floww.

10. Confidentiality and Publicity

- Each party shall, for the duration of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any Confidential Information which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of

disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such Confidential Information.

- The Company may at its discretion state on the Company's website that it makes use of Floww as part of its business.
- FOMtech may at its discretion include the Company's name and corporate logo as part of a client banner detailing Participants that make use of Floww. The Company hereby grants to FOMtech a non-exclusive, royalty-free licence for the duration of this Agreement to make use of the Company's name and corporate logo on Floww for this purpose.
- FOMtech may reference verbally the Company's name in discussions with prospective clients as it relates to the Company's use of Floww and Floww Data.
- Subject to Clauses 10.2 to 10.3, no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Export and Compliance With Policies

- Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- Each party undertakes:
 - contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
 - if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

12. Data Protection

- When used in this Agreement, the terms "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**", and "**processor**" shall have the meaning given in the General Data Protection Regulation (EU) 2016/679.
- The parties acknowledge and agree that both parties are controllers in respect of the Company Personal Data.
- Each party shall:

- comply with all applicable Data Protection Legislation in relation to the processing of Company Personal Data;
 - provide the other party with reasonable assistance as necessary to allow the other party to fulfil their obligations under applicable Data Protection Legislation;
 - implement appropriate technical and organisational measures to protect Company Personal Data against accidental or unlawful destruction, loss or alteration, or unauthorised disclosure or access;
 - respond to data subject requests and/or complaints in accordance with applicable Data Protection Laws;
 - notify the other party without undue delay upon becoming aware of any actual or suspected personal data breach relating to the processing of Company Data under this Agreement, and cooperate fully with the other party in relation to any notifications that may be required with regard to the personal data breach under applicable Data Protection Legislation;
 - notify the other party of data subject requests and/or complaints (unless specifically prohibited by laws applicable to it); and
 - not to knowingly cause the other party to breach Data Protection Legislation.
- The Company shall:
 - provide adequate information, in accordance with applicable Data Protection Legislation, to data subjects about the processing of Company Personal Data via Floww and shall notify the relevant data subjects of the fact that Company Personal Data will be provided to FOMtech and, where appropriate, other Participants;
 - ensure that Company Personal Data uploaded to Floww is accurate and, where appropriate, kept up-to-date. The Company shall notify FOMtech if it becomes aware that such data is inaccurate.

13. Limits of Liability

- Except as expressly stated in Clause 2:
 - FOMtech, nor its employees, subcontractors, suppliers of FOMtech or its Affiliates (collectively the "**FOMtech Representatives**" and each a "**FOMtech Representative**"), shall not in any circumstances have any liability for any Losses which may be suffered by the Company (or any person claiming under or through the Company), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - special damage even if FOMtech or FOMtech Representative was aware of the circumstances in which such special damage could arise;
 - loss of profits;

- loss of anticipated savings;
- loss of business opportunity;
- loss of goodwill;
- loss or corruption of data,

provided that this Clause 13.1(a) shall not prevent claims for loss to the Company's tangible property that fall within the terms of Clause 13.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vii) inclusive of this Clause 13.1(a);

- the total liability of FOMtech and FOMtech Representatives, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed the total Fees paid by the Company in the three (3) months prior to the event giving rise to liability; and
- the Company agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) FOMtech or FOMtech Representative shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.
- The exclusions in Clause 5 and Clause 13.1 shall apply to the fullest extent permissible at law, but FOMtech or FOMtech Representatives do not exclude liability for:
 - death or personal injury caused by the negligence of FOMtech or a FOMtech Representative, or any of their officers, employees, contractors or agents;
 - fraud or fraudulent misrepresentation; or
 - any other liability which may not be excluded by Applicable Law.
- All dates supplied by FOMtech or FOMtech Representatives for the performance of this Agreement shall be treated as approximate only. FOMtech and FOMtech Representatives shall not in any circumstances be liable for any loss or damage arising from any delay in performance of this Agreement beyond such approximate dates.

14. Intellectual Property Rights

Ownership of Intellectual Property Rights

- All Intellectual Property Rights in Floww and any Floww Data belong and shall belong to FOMtech, and the Company shall have no rights in or to Floww other than the right to use it in accordance with the terms of this Agreement.
- All Intellectual Property Rights in any Company Data, any Processed Company Data and any User Data that may be generated by Registered Users shall belong to the Company or the relevant third-party owners (as the case may be) and FOMtech shall have no rights in or to the Company Data or User Data other than the right to use it in accordance with the terms of this Agreement, or for such other use as may be notified by FOMtech to the Company on Floww from time to time.

Licence of Floww

- In consideration of and conditional upon payment of the Fees by the Company to FOMtech, FOMtech from the Effective Date grants to the Company a non-exclusive, non-transferable, revocable, limited licence to use:
 - Floww;
 - any Floww Data; and
 - any Third-Party Data licensed by FOMtech,

only for the duration of, and subject to the terms of, this Agreement.

- For the purposes of Clause 3, "use of Floww"
 - means the entry of Company Data into Floww and accessing Floww Data and Third-Party Data for the purpose of informing investment decisions and tracking historic investments made by the Company; and
 - shall be restricted to use of Floww for the purpose of uploading and processing Company Data for the normal business purposes of the Company.

Licence of Company Data and User Data

- The Company hereby grants to FOMtech and FOMtech's subcontractors a non-exclusive, transferable, perpetual, irrevocable royalty-free licence to any Company Data uploaded to Floww by the Company, and any data produced by the Company in its use of Floww, which FOMtech may use for the purposes of:
 - storing the Company Data on the Central Database and facilitating access to other Participants to this Company Data subject to Data Permissions;
 - creating Processed Company Data and presenting this on Floww;
 - producing Aggregated Data pursuant to Clause 17;
 - generating user insights and usage analysis from the Company's use of Floww;
 - sharing Processed Core Data to third parties outside of Floww; and
 - producing any Work Product in relation to the Company Data and any Third-Party Data and presenting this on Floww,

subject to the rights of data subjects under Data Protection Legislation.

Third party IPR claims

- FOMtech undertakes at its own expense to defend the Company or, at its option, settle any claim or action brought against the Company alleging that the possession or use of Floww (or any part thereof) in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third party ("**IPR Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Company as a result of or in connection with any such IPR Claim. For the avoidance of doubt, this Clause 6 shall not apply where the IPR Claim in question is attributable to or arising from:

- possession or use of Floww (or any part thereof) by the Company other than in accordance with the terms of this Agreement;
 - use of Floww in combination with any hardware or software not supplied or specified by FOMtech if the infringement would have been avoided by the use of Floww not so combined;
 - use of a non-current release of Floww; or
 - Company Data.
- If any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Company, FOMtech's obligations under Clause 6 are conditional on the Company:
 - as soon as reasonably practicable, giving written notice of the IPR Claim to FOMtech, specifying the nature of the IPR Claim in reasonable detail;
 - not making any admission of liability, agreement or compromise in relation to the IPR Claim without the prior written consent of FOMtech (such consent not to be unreasonably conditioned, withheld or delayed);
 - giving FOMtech and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Company, so as to enable FOMtech and its professional advisers to examine them and to take copies (at FOMtech's expense) for the purpose of assessing the IPR Claim; and
 - subject to FOMtech providing security to the Company to the Company's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as FOMtech may reasonably request to avoid, dispute, compromise or defend the IPR Claim.
 - If any IPR Claim is made, or in FOMtech's reasonable opinion is likely to be made, against the Company, FOMtech may at its sole option and expense:
 - procure for the Company the right to continue to use Floww (or any part thereof) in accordance with the terms of this Agreement;
 - modify Floww so that it ceases to be infringing;
 - replace Floww with non-infringing software; or
 - terminate this Agreement immediately by notice in writing to the Company and refund any of Fees paid by the Company as at the date of termination (less a reasonable sum in respect of the Company's use of Floww to the date of termination) on return of Floww and all copies thereof,

provided that if FOMtech modifies or replaces Floww, the Company shall have the same rights in respect thereof as it would have had under this Agreement had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

- Notwithstanding any other provision in this Agreement, Clause 6 shall not apply to the extent that any claim or action referred to in that Clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms by the Company.
- This Clause 3 (*Intellectual Property Rights*) constitutes the Company's exclusive remedy and FOMtech's only liability in respect of IPR Claims and, for the avoidance of doubt, is subject to Clause 13.1.

15. Term and Termination

- This Agreement shall continue in full effect until terminated in accordance with the terms of this Agreement.
- Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
 - an Insolvency Event occurs in respect of the other party.
- The Company may terminate this Agreement by providing written notice to FOMtech at any time. Any Fees paid or payable by the Company for and during the Charge Month during which such notice is provided will not be refunded to the Company. The Company may use Floww for the remainder of the final Charge Month in which it has paid Fees.
- This Agreement will expire on the first day of a Charge Month if the Company fails to pay any amount due under this Agreement in advance of that Charge Month.

Consequences of termination

- On termination or expiry of this Agreement for any reason:
 - FOMtech shall cease to provide access to Floww and to any Floww Data and the Company may not make use of Floww;
 - all rights granted to the Company under this Agreement shall cease and the Company will no longer be able to access any Processed Company Data;
 - the Company shall cease all activities authorised by this Agreement and shall destroy any Processed Company Data or Floww Data that it has in its possession as soon as possible after termination or expiry of this Agreement;
 - all Company Data and Processed Company Data on Floww will remain on Floww and the licence of Company Data to FOMtech shall not be affected by termination or expiry of this Agreement;
 - the Company may extract all User Data from Floww at the Company's request; and

- the Company shall immediately pay to FOMtech any sums due to FOMtech under this Agreement.
- Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- Following termination, the Company may subsequently enter into a new agreement with FOMtech to become a Participant again. All Company Data that the Company uploaded under this Agreement will be available to the Company once it enters into a new agreement with FOMtech.
- Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including Clause 1(f), Clause 4 (*Scope of use of Company Data*), Clause 5.3, Clause 9 (*Fees*), Clause 10 (*Confidentiality and Publicity*), Clause 11 (*Export and Compliance With Policies*), Clause 12 (*Data Protection*), Clause 13 (*Limits of Liability*), Clause 13.3 (*Intellectual Property Rights*), Clause 15 (*Term and Termination*), Clause 15.1 (*Waiver*), Clause 17 (*Remedies*), Clause 18 (*Entire Agreement*), Clause 19 (*Variation*), Clause 20 (*Severance*), Clause 21 (*Third-Party Rights*), Clause 22 (*No Partnership or Agency*), Clause 24 (*Notices*) and Clause 25 (*Governing Law and Jurisdiction*) as well as Schedule 1 (*Glossary of Terms*) shall remain in full force and effect.

16. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Entire Agreement

- This Agreement, the Schedules to this Agreement and the documents referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

- Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) ("**Representation**") other than as expressly set out in this Agreement.
- Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.
- Nothing in this Clause 18 (*Entire Agreement*) shall limit or exclude any liability for fraud.

19. Variation

- FOMtech may, in its discretion make changes to this Agreement from time to time and it is the Company's responsibility to monitor any such changes on Floww.
- The continued use of Floww by the Company and its Registered Users following implementation of any variation to this Agreement will constitute acceptance of such variation.

20. Severance

- If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- If any provision or part-provision of this Agreement is deemed deleted under Clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Third-Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22. No Partnership or Agency

- Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

24. Notices

- Any notice given to a party under or in connection with this contract shall be in writing and shall sent:
 - to the Company's email address used to first sign up to Floww, if being given to the Company; or
 - to support@floww.io, if being given to FOMtech.

25. Governing Law and Jurisdiction

- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated on the cover page at the beginning of it.

- Schedule 1
 - Glossary of Terms

1. The definitions and rules of interpretation in this Schedule apply in this Agreement.

"Affiliate" means, in respect of a party to this Agreement, any company from time to time directly or indirectly:

- Controlling;
- Controlled by; or
- under common Control with,

that person;

"**Aggregated Data**" has the meaning given in Clause 4.17;

"**Anonymised Data**" has the meaning given in Clause 4.17;

"**Applicable Law**" means all laws, statutes, regulations, principles, guidelines, orders, directives and rules applicable to the Company and its Registered Users' access to, and use of, Floww, including but not limited to Data Protection Legislation;

"**Central Database**" means the database maintained on Floww which is accessible to all Participants subject to Data Permissions;

"**Charge Month**" has the meaning given in Clause 9.2;

"**Company**" has the meaning given in Recital (B);

"**Company Data**" means any:

- any Source Documents uploaded to Floww by the Company or any Participant; and
- Processed Company Data;

"**Company Personal Data**" means any personal data processed in accordance with this Agreement;

"**Confidential Information**" means this Agreement and any other agreement or information ancillary thereto and any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how relating to either of the parties, their employees, subcontractors, consultants, agents, professional advisers, customers and/or suppliers or either party's Affiliates, together with all information derived from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"**Control**" and derivatives thereof means, with respect to any entity:

- more than 50% of the ownership of such entity; or
- the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of any such entity, whether through the ownership of voting securities (or other ownership interest), by contract, or otherwise;

"**Data Categories**" means each of the following categories of Company Data:

- investor deck;
- financial models;
- data relating to a company's funding round(s);
- capitalisation table setting out the equity position of a company; or
- any other category that may be specified by FOMtech from time to time,

and each shall be a "**Data Category**";

"**Data Permissions**" means permissions to access Company Data that has been uploaded to Floww;

"**Data Protection Legislation**" means all applicable data protection and privacy legislation applicable to the parties in force from time to time including the General Data Protection

Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"Effective Date" means the date on which the Company accepts the terms of this Agreement by tick-box acceptance on Floww;

"Fees" means the total fees payable by the Company to FOMtech under Clause 9 (*Fees*), as further detailed on Floww at <https://www.floww.io/startup/pricing/>;

"Firm" has the meaning given in Recital (A);

"Floww" has the meaning given in Recital (A);

"Floww Data" means any:

- Aggregated Data;
- Anonymised Data;
- Third-Party Data licensed by FOMtech;
- Work Product; and
- any publically available data sourced by FOMtech;

"Insolvency Event" means in respect of either party:

- that party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts or is otherwise insolvent;
- that party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that party other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the party;
- the holder of a qualifying floating charge over the assets of that party has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the assets of the party or a receiver is appointed over the assets of the party;
- a creditor or encumbrancer of the party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against,

the whole or any part of that party's assets and such attachment or process is not discharged within fourteen (14) days;

- any event occurs, or proceeding is taken, with respect to that party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in subparagraph (a) to (g) above (inclusive); or
- that party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software (including without limitation source code), database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"Local Dashboard" means the user interface provided to the Company through which it is able to upload Company Data and grant, edit or revoke permissions in relation to Company Data;

"Loss" means any loss, damage, payment, cost (including reasonable legal costs and expenses), expense, award, charge, fine and/or other liability (as the case may be);

"Open-Source Software" means open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>);

"Participants" mean each:

- Firm;
- companies (including without limitation the Company);
- investor into any Firm;
- limited partnerships, as well as their investee companies;
- independent financial advisors; and
- any other entity that participates in Floww;

that enter into an agreement with FOMtech for the use of Floww, and **"Participant"** means any of them;

"Privacy Policy" means the privacy policy provided on Floww to Registered Users from time to time;

"Processed Additional Data" means any data from a Company's financial models, information relating to its investors, historical and current data on the funding rounds undertaken and any other Company Data which is not Processed Core Data, which has been processed by FOMtech from a Source Document;

"Processed Company Data" means any Processed Core Data and Processed Additional Data;

"Processed Core Data" means any data that provides basic details relating to any Company, including without limitation a description of the purpose of the Company, details of the Company's team and clients that the Company are engaged with, which has been processed by FOMtech from a Source Document;

"Proof of Access" means in respect of any Data Category, proof that a Firm has the right to view Company Data that falls within that Data Category for a particular Company including any updated versions of such Company Data;

"Regulated Activity" has the meaning set out in the Financial Services and Markets Act 2000;

"Registered User" means any user of Floww that has been provided with user credentials and a Floww account and in respect of which Fees have been paid;

"Source Document" means a document provided by the Company and uploaded to Floww, including without limitation any financial documents, capitalisation tables and any investor slide decks;

"Third-Party Additional Terms" means the additional terms and conditions relating to Third-Party Software as notified by FOMtech to the Company from time to time;

"Third-Party Data" means data provided by way of Third-Party Data Sites which is not owned by the Company;

"Third-Party Data Site" means without limitation any financial institutions, data vendors and external audit parties or other third party data sources not operated by the Company or by FOMtech and from which Third-Party Data may be gathered by FOMtech;

"Third-Party Software" means the third-party software that is provided as part of Floww;

"User Data" means data input into Floww by the Company's Registered Users of Floww which relates to other data (including without limitation any notes, tags or comments) or any other data uploaded to Floww for the Company's own use that is not a Source Document; and

"Work Product" means any:

- extracted data and any reports pertaining to or deriving from such extracted data;
- any benchmarks or other representations of Aggregated Data; and
- any content or data supplementing such extracted data or Aggregated Data,

created by FOMtech or any of its subcontractors.

1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
2. Unless the context otherwise requires:
 - words in the singular shall include the plural and in the plural shall include the singular;
 - a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - a reference to one gender shall include a reference to the other genders; and

- any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the schedules or appendices, the provision in the body of this Agreement shall take precedence.
- 4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 5. References to Clauses and Schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 6. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule