

These Terms and Conditions ("T&C" or "Agreement") will confirm the mutual understanding and agreement of (Customer) and Exela Technologies Limited ("Exela") pursuant to which Exela will perform the services ("Services") described herein. All references to Exela in this T&C are deemed to include all subsidiaries and affiliates. Exela and Customer may be referred to herein individually as a "party" and together as the "parties". The terms and conditions are as follows:

These terms and conditions govern your access to and use of the DMR® software and service ("DMR"), this site, and other related sites sponsored by us, any related services, and if applicable, applications, including integrations provided by us (collectively, the "Sites"). DMR was created by and is a brand owned by subsidiaries of Exela Technologies, Inc. (together with its subsidiaries, "Exela," "we," or "us"). If you are using DMR or related Sites, then these Terms apply to your use.

By accessing, using or downloading any materials from the Sites, registering for Services, or downloading or using any of our apps, Customer agrees to be bound by these terms. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, CUSTOMER IS NOT AUTHORIZED AND MUST CEASE USING DMR® AND THE SITES IMMEDIATELY.

THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM THE USE OF THE DMR® SERVICES WHICH AFFECT CUSTOMER'S LEGAL RIGHTS AS DETAILED HEREIN. PLEASE READ CAREFULLY.

CUSTOMER, THE USER, SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT NO UNAUTHORIZED PERSONS HAVE ACCESS TO THE DMR® OR SITES, AND TO ENSURE THAT NO PERSONS AUTHORIZED TO HAVE SUCH ACCESS SHALL TAKE ANY ACTION THAT WOULD BE IN VIOLATION OF THESE TERMS.

BY USING THE SERVICES (AS DEFINED BELOW), YOU CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM EXELA AND/OR ITS PARTNERS AND AFFILIATES. YOU AGREE THAT ANY NOTICES, AGREEMENTS, DISCLOSURES OR OTHER COMMUNICATIONS THAT ARE SENT TO YOU ELECTRONICALLY WILL SATISFY ANY LEGAL COMMUNICATION REQUIREMENTS, INCLUDING THAT SUCH COMMUNICATIONS BE IN WRITING, PROVIDED THAT ANY COMMUNICATION TO YOU IS SENT TO THE EMAIL ADDRESS PROVIDED ON YOUR ACCOUNT. YOU AGREE THAT ANY COMMUNICATION TO EXELA WILL BE SENT TO dmr.support@exelaonline.com FOR FURTHER HANDLING.

1. DEFINITIONS & ABBREVIATIONS:

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement. In addition, for purposes of this T&C, the following definitions and abbreviations shall apply.

Digital Mail Room (DMR) - The service described herein to provide an end-to-end workflow solution that manages the intake and distribution of inbound mail.

Digital Mail Room (DMR) Portal – Web-based portal providing access to Customer authorized personnel to applicable mail items having been captured for distribution.

Fees - The amounts payable by Customer for the Services as set forth in Section 6 hereof and Customer's chosen Price Plan.

Image - A single sided digital copy, and which is used as the standard unit of measure in this T&C to track digital mail volume.

Active User - A registered user that accessed the DMR portal.

Customer Mail Administrator - Customer provided personnel who routes mail items to appropriate DMR Portal recipient.

CRM - Exela provided/employed client relationship manager as a primary Customer contact for service management.

2. OVERVIEW:

Exela will provide an end-to-end offsite workflow solution that manages the intake and distribution of inbound mail. The DMR automates manual processes and utilizes electronic delivery methods to automatically route mail to the recipient. Exela will perform these services at one of its designated facilities, which is a shared service environment. The mail pieces will be generally prepared for scanning by opening, removing from envelopes, removing staples, being flattened, etc. During this preparation process, any misdirected mail will be out-sorted and returned to sender.

Batches of documents will then be scanned and processed through an image enhancement tool which will apply standard enhancement techniques to the images (de-speckle, de-skew, etc.). OCR technology will be applied to the envelopes and contents. Sender and recipient data captured from the envelope along with the other OCR meta data will be supplied with the images as part of the DMR Portal mail items.

Upon completion of scanning, the physical documents that are not destroyed or forwarded upon receipt will be boxed and checked into the tracking system for short-term storage for a time period of thirty (30) days, at which time they will be securely destroyed.

3. TRANSITION / IMPLEMENTATION SERVICES:

As of the Effective Date, Exela shall commence the transition Services ("Transition").

3.1. Exela Responsibilities:

3.1.1. Assign client mailing trading address.

3.1.2. Configure the base system processes and capabilities based upon the information provided by the Customer.

3.1.3. Establish Customer in DMR Portal Production environment.

3.1.4. Provide user guides.

3.1.5. Provide required shelving and boxes for physical mail storage for the agreed upon time period of 30-days.

3.1.6. Provide front and back cheque images to enable the Customer to use the images for deposit to their bank via image.

3.1.7. The original cheque will be returned to the Customer after image scanning.

3.2. Customer Responsibilities:

3.2.1. To enable Exela to deliver postal service mail the Customer must change their mailing address with those who send them mail to the address provided to the Customer by Exela.

3.2.2. The Customer authorizes Exela to open all physical mail Exela receives on Customer's behalf, whether or not the mail is addressed to the Customer. The Customer also authorizes Exela to scan mail into the system and to make and retain paper copies, electronic copies, and/or images of those items.

4. ONGOING SERVICES:

4.1 Exela will provide the following ongoing Services:

4.1.1. The Customer's mailing trading address at Exela. If the Customer's mailing trading address becomes unavailable; Exela will provide the Customer with another address at least 30-days prior to the change. Exela makes no representations and accepts no liability or responsibility for Customer's use of the provided address. Customer accepts all responsibility and liability for the use and has had an opportunity to meet with its own legal counsel and subject matter experts to review their contemplated use of the provided address.

4.1.2. Self-service access to the DMR Portal Dashboard and Reports

4.2. Customer will have the following responsibilities during Ongoing Services:

4.2.1. Provide location to receive any physical mail that cannot be processed through DMR or requested for physical delivery.

5. CANCELATION:

5.1. In the event of cancellation of ongoing services for any reason:

5.1.2. Customer will provide a designated address to receive mail from Exela.

5.1.4. Customer will pay postage fees and labor costs at GBP 25,- / hour incurred by Exela for the process of returning the mail to Customer

5.1.5. Exela will continue to accept the Customer's mail for 30-days from the cancellation date and send such mail weekly at Customer's expense, to Customer's designated address. Postage fees and labor costs at GBP 25,- / hour will be charged to the Customer.

5.1.6. Exela will discard all mail received after 30-days from the cancellation date.

6. KEY PRICING ASSUMPTIONS/TERMS:

6.1. The Site provides the monthly subscription pricing (“Price Plan”) as well as pricing for optional Services not included in or above the included limits of a chosen Price Plan (“Extras”). The pricing on the Site at <http://dmr.exelatech.com> where Customer chooses a Price Plan which is incorporated into this Agreement by reference. All fees resulting from Extras or Price Plans pursuant to this Agreement are subject to change by Exela. Customer agree to pay all activation fees, Price Plans and Extras (including charges incurred by persons using Customer’s account) and/or for all Services.

6.2. Billing. Customer agrees that Exela may immediately charge for all Fees owed to Exela. Your monthly subscription fee is billed at the start of each month and the billing merchant is “Exela Technologies Limited - DMR” and that name will appear on your credit card statement. By using the Services, Customer is agreeing that Exela is permitted to bill charges associated with the Price Plan and Extras, any applicable tax, customs duties and any other charges that may be incurred in connection with use of the Services. As used in this Agreement, “billing” shall indicate either a charge or debit, as applicable, against Customer’s payment method. If there is a change in Customer’s credit card validity or expiration date, Customer may edit the payment method information in the account profile. Customer will remain responsible for any uncollected amounts.

6.3. Exela will not be responsible for transmission errors, corruption of data or for the security of transmission of data during transmission, unless proven to have been the fault of Exela.

6.4. At any time during this T&C, the parties may mutually agree to extend and / or amend this T&C with required changes.

7. OBLIGATIONS:

(a) The Parties shall timely, diligently, in good faith and on a commercially-reasonable-efforts basis, cooperate with each other, with due consideration of the goals, objectives and purposes of this T&C, to facilitate the performance of their respective duties and obligations set forth.

(b) Exela will be solely responsible for the supervision, daily direction, control and payment (including paying all employer taxes and benefits e.g. workers’ compensation and disability) of its employees (each, an “Employee”). No Employee will be eligible for Customer’s employee benefits. The relationship between the parties hereunder will at all times be that of independent contractors, and nothing herein will be construed to create any partnership, joint venture, agency, employment, or other similar relationship. Exela may provide the Product directly or through its affiliates.

(c) Exela agrees that the Product and/or deliverables shall conform in all material respects to the specifications set forth in the T&C, provided that Customer timely, accurately and completely performs all of its obligations under this T&C.

(d) Customer agrees that it shall timely, completely, and accurately perform all of its

obligations and responsibilities under this T&C, including, without limitation, the timely rendering of all required decisions and approvals. Should Customer fail to comply with this term, Exela shall receive an appropriate extension of time to provide the services and/or deliverables under this agreement and shall not be held responsible or liable for any resulting delay in providing Services and/or deliverables under this T&C.

(e) **Illegal Activity.** Customer must immediately notify Exela of any fraudulent, unauthorized, illegal or suspicious use of the Services or any other breach of security or unauthorized or illegal activity that Customer reasonably suspects.

8. TERMINATION BREACH:

(a) Either party has the right to terminate the T&C immediately if the other party materially breaches such T&C (including, late or non-payment) and the breach continues for thirty (30) days after the breaching party receiving written notice thereof. Such termination will be Customer's sole remedy.

(b) In addition to all other rights and remedies provided for in this T&C or by law, either party shall have the right to terminate the T&C in the event that: (i) the other party makes a general assignment for the benefit of its creditors, (ii) a trustee, custodian or receiver is appointed by any court, with respect to the other party or any substantial part of such party's assets, or (iii) the other party becomes unable to pay its debts when such debts become due.

9. INDEMNIFICATION:

(a) Each party will indemnify the other party, its respective directors, officers and employees (each an "Indemnified Party"), from all losses, claims, damages and expenses (including court costs and reasonable attorneys' fees) (collectively, "Losses") asserted against the other party by third parties.

(b) Customer will indemnify Exela, its directors, officers and Employees, from all Losses asserted against Exela by third parties arising out of or relating to Customer's failure to secure the appropriate rights (including the right to provide to Exela) to all software, data, materials, or other information that Exela copies, uses, processes, stores or distributes, as applicable, on Customer's behalf.

(c) The party claiming indemnification will promptly notify the other party of a claim. The indemnifying party will have the right to control the defense of the claim including the right, with the consent of the Indemnified Party (which consent will not be unreasonably withheld, conditioned or delayed), to compromise or settle the claim. The Indemnified Party will participate in the defense if requested to do so by the indemnifying party and will be reimbursed for its reasonable direct out-of-pocket expenses incurred as a result of such participation. Each party agrees that it shall not enter into any settlement agreement requiring any action or admission of fault by the other party without the other party's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed).

10. LIMITATIONS OF LIABILITY; DAMAGES WAIVER:

- (a) Each party's total liability to the other for any and all claim(s) arising from or in any way related to this Agreement and any T&C will not exceed the sums paid by Customer for the service that is the subject of such claim(s) during the previous six (6) month period, excluding pass through costs such as postage and freight, regardless of the basis of such claim(s).
- (b) The foregoing limitation does not apply to damages proximately caused by: (i) bodily injury or tangible personal property damage for which a party is legally liable; (ii) misappropriation of confidential information by a party in breach of its confidentiality obligations hereunder; or (iii) to claims for which liability may not be limited in accordance with applicable law.
- (c) Exela's liability for any claims or damages relating to or arising from the loss, damage, or delay in delivery of any document, envelope, package, or supplies is limited to GBP 50,- for such documents, envelopes, packages, or supplies, that are proven to have been in Exela's care, custody and control, notwithstanding any provision in this T&C to the contrary. Exela is not liable for transmission or corruption of data or for the security of data, except as specified in this T&C. In no event shall Exela be liable for damages or injuries resulting from or in connection with a pollutant in the mail, a "dirty" bomb, or an explosive containing a pollutant or similar substance excluded by Exela' insurance coverage, or cleanup costs in the event of contamination.
- (d) Neither party is liable for any indirect, special, punitive, incidental nor consequential damages, including lost profits (other than amounts due to Exela under this T&C), lost savings, loss of or damage to data or business opportunities.
- (e) The Parties agree that any claim or cause of action arising out of or relating to this T&C must be filed within three years of the time it arose or forever be barred.
- (f) The provisions of this Section survive termination or expiration of this T&C as necessary to effect its purpose.

11. CONFIDENTIAL INFORMATION:

In connection with the Services, the Customer and Exela may share proprietary or non-public information ("Confidential Information") which may or may not be designated as "Confidential," "Proprietary" or some similar designation. "Confidential Information" will not include any information which: (a) was previously known to the other party without restriction on use or disclosure; (b) is or becomes publicly available, through no fault or breach of these terms by the receiving party; (c) is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure; (d) is independently developed by such other party without reference to the Confidential Information.

The receiving party of Confidential Information agrees: (a) not to disclose Confidential Information to a third party, with the exception that Confidential Information may be disclosed to such party's employees, and/or its affiliates, consultants, attorneys, accountants or other professional advisors who have a need to have the information that

are under confidentiality obligations that are at least as restrictive as the terms contained herein or subject to direction of the disclosing party; (b) to protect the secrecy of and to avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own Confidential Information, and in no event less than reasonable care; and (c) to use Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement.

Upon termination or expiration of your access to the Services, Exela will have no further obligations in respect of your Confidential Information.

12. MISCELLANEOUS:

(a) Notices. All notices and other communications must be in writing and will be deemed to have been given to the address set forth on the signature page hereto, or to such other address as may be designated in writing, if sent by registered or certified mail, with return receipt requested, or by a nationally recognized overnight carrier to the addresses set forth below the parties' names on the signature page.

(b) Governing Law. This agreement and any claim, whether in contract, tort or otherwise arising from this Agreement, shall be governed by and interpreted in accordance with English law. Except as otherwise set forth herein, the Parties: (i) agree that any legal action or proceeding arising under this Agreement shall be brought before the courts of England, (ii) irrevocably submit to the jurisdiction of such courts; (iii) agree not to assert any claim or defense that they are not subject to the jurisdiction of such courts, that any such forum is not convenient or the venue thereof is improper, or that this Agreement or the subject matter hereof may not be enforced in such courts; and (iv) agree to accept service of process by certified or registered mail or by any other method of authorized law.

(c) DISCLAIMER OF WARRANTIES. THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXELA'S ONLY REPRESENTATIONS AND WARRANTIES. EXELA HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE SERVICES PROVIDED HEREUNDER INCLUDE INTERNET REPOSITORY STORAGE OR TRANSFER OF DATA OVER THE INTERNET, EXELA DOES NOT WARRANT THAT THE INTERNET, THE SYSTEM, THE NETWORK OR CUSTOMER'S WEBSITE(S) WILL BE UNINTERRUPTED OR ERROR FREE. USE OF THE INTERNET IS AT CUSTOMER'S SOLE RISK. EXELA DOES NOT WARRANT THAT CERTAIN RESULTS MAY BE OBTAINED BY CUSTOMER IN CONNECTION WITH ITS USE OF CUSTOMER'S WEBSITE(S).

(d) Force Majeure; Excuse. Neither party will be responsible or incur liability for any delay/failure to the extent it results from causes beyond its control, including but not limited to fire, explosion, act of terrorism, war, labor dispute, embargo, government order or requirement, civil or military authority, natural disaster, epidemic, general internet or communication line failures, power surges, civil disturbance, flood, earthquake, tornado,

crime, riot, sabotage or other similar types of situations. If such situation occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to resume operations as soon as practicable. Exela will only perform the Services in conditions it deems to be safe for its Employees. Except as set forth in the T&C, Exela will not be obligated to manage or handle hazardous wastes or hazardous chemicals nor ship hazardous materials or hazardous chemicals.

(e) Assignment and Waiver. This T&C may not be assigned without the prior written consent of the other party (whether by operation of law or otherwise), except that either party may assign this T&C to a parent, subsidiary, affiliate, or successor to substantially all of the assets or stock of such party. Any purported assignment without consent will be deemed null and void and as having no effect. No waiver will be deemed to be made by any party of any of its rights hereunder, unless the same will be in a writing signed by the waiving party.

(f) Severability. The Customer agrees that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

(g) Counterparts. This T&C may be signed in one or more counterparts, both of which taken together will constitute one instrument.

Annex 1 Data Processing Agreement

1. DEFINITIONS

1.1. In this Annex, the following terms shall have the following meanings:

- a. **Applicable Data Protection Law** shall mean EU Data Protection Law and UK Data Protection Law;
- b. **Controller, Processor, Data Subject, Personal Data, Processing as well as Process, Special categories of personal data** shall have the meanings given in Applicable Data Protection Law;
- c. **EU Data Protection Law** means: (i) the EU General Data Protection Regulation (Regulation 2016/679) known as GDPR; (ii) the EU e-Privacy Directive (Directive 2002/58/EC) known as e-privacy Directive; and (iii) any and all EU Member State laws made under or pursuant to any of the foregoing;
- d. **EEA** means: European Economic Area;
- e. **UK** means: The United Kingdom;
- f. **UK Data Protection Law** means (i) the Retained EU General Data Protection Regulation (Regulation 2016/679) known as UK-GDPR; (ii) the Data Protection Act 2018, known as DPA 2018;

2. BACKGROUND

- 2.1. The Customer (the Controller) appoints Exela (The Processor) to process the personal data described in the Agreement, or as otherwise agreed in writing by the parties.
- 2.2. Exela shall act in line with following Annex and the Applicable Data Protection Law.
- 2.3. If Controller is planning to provide data that originates from any country other than an EEA country or the UK, Customer has to informed Exela at least 30 days before giving access to that data. In case of avoidance of above notification, Exela shall not be held responsible for actions of any non-compliance with other than Applicable Data Protection Law.

3. SUB-PROCESSING & DATA TRANSFERS

- 3.1. Controller consents to Exela engaging sub-processors to process data for the permitted purposes.
- 3.2. The current list of sub-processors is maintained at [Sub-processors list](#). Following list will be updated with details of any change in sub-processors at least 14 days prior to any such change (except to the extent shorter notice is required due to an emergency).
- 3.3. Customer may object to appointment of a sub-processor prior to its appointment, provided such objection is based on reasonable grounds relating to data protection. In such event, Customer may suspend or terminate the Agreement (without prejudice to any fees due by Customer prior to suspension or termination).
- 3.4. Exela is permitted to transfer data within the EEA, the UK as well as outside of these regions, as long as it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient (a) in a country that the European

Commission or UK government has decided provides adequate protection for personal data, (b) that has achieved binding corporate rules authorisation in accordance with Applicable Data Protection Law, (c) that has executed standard contractual clauses adopted or approved by the European Commission or by the UK government.

3.5. Customer appoints Exela to enter into the Standard Contractual Clauses ('SCC') with Exela's Sub-processors (considering points 3.2. and 3.3. above) located outside of EEA or UK in the name and on behalf of the Customer (acting as data exporter). The current version of SCC is maintained at [SCC DMR](#)

3.6. The Parties may also agree to implement any other valid transfer mechanism then in existence.

4. SECURITY

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Exela shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk including, as appropriate, the measures referred to relevant articles of the EU Data Protection Law and/or UK Data Protection Law.

4.2. current Technical and Organisational Measures can be found at [EMEA](#).

5. DATA SUBJECTS' RIGHTS

5.1. Exela and any sub-processor(s) shall, provide all reasonable assistance to Customer to comply with the Customer's obligation to assist and cooperate in responding to requests from Data Subjects exercising their data protection rights in line with the Applicable Data Protection Law.

5.2. In the event that Exela receive such requests directly from the Data Subject, without undue delay from the receipt of such request will inform Customer.

6. DATA PROTECTION IMPACT ASSESSMENT

6.1. Exela shall provide assistance Customer with reasonable cooperation to enable Customer to conduct relevant data protection impact assessment required by Applicable Data Protection Law. Following assistance will be provided at Customer's expense.

7. PERSONAL DATA BREACHES

7.1. In the event of a personal data breach (actual or suspected), Exela shall notify Customer without undue delay and shall provide reasonable information and cooperation to Customer to enable fulfil any data breach reporting obligations it may have under Applicable Data Protection Law.

7.2. Where any of the information is not available at the time of the original notification, Exela shall obtain such information forthwith and immediately notify Customer of such information after becoming aware of it.

7.3. Exela shall immediately take all reasonable steps necessary to remedy such personal

data breach (to the extent that it is capable of remedy) or protect the Confidential Information against any such potential or attempted breach or threat, promptly investigate such breach and provide the Customer with regular updates during the investigative and remedial phase.

8. DATA DELETION

8.1. In the event of cessation of service, Exela will delete and procure the permanent deletion of all copies of Customer's personal data in line with arrangement agreed with Controller. This requirement shall not apply to the extent that: (i) Exela is required by applicable law to retain some or all of the data; or (ii) data is archived on Exela's back-up and support systems, provided that Exela shall continue to protect such data in accordance with its obligations herein.

9. AUDITS

9.1. Exela shall, upon reasonable notice (no less than thirty (30) days) allow its procedures and documentation to be inspected or audited by Customer, in order to ascertain compliance with the obligation listed in this Data Processing Agreement. the scope of such audit shall not include financial records, or any records concerning other Customers.

9.2. Above audit can be conducted not more than once a year (unless there is a Personal Data Breach, in which case a second audit is permitted), during business hours, without interrupting business operations, and on Customer's expense.

Appendix 2 Processing of Customer data

The nature of the processing: The personal data may be subject to the following activities but not limited to: Keying / data-entry, scanning, archiving, structuring, collecting, adaptation or alteration, erasure or destruction, transferring.

Categories of Data subjects: Customer employees, contractors, agents, consultants, vendors and Clients

Categories of personal data processed: all personal data provided by Customer and processed by Exela in the course of providing the DMR service. The personal data processed may concern, but not limited to the following categories of data: identification data, financial data, employment data,.

The personal data processed will not include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, government issued identification numbers, credit card details, health or medical records and criminal records. To the extent Customer elects to upload special categories of data, Customer does so at its own risk.

Duration of the Processing: The personal data may be processed during the Term of the Agreement.

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