STANDARD TERMS AND CONDITIONS

arbitr

This Agreement is between the person or entity accepting this Agreement in order to gain access to the Client Portal ("Client") and:

(a) if the Client is resident or incorporated in the United Kingdom or the European Union, **Straker Europe Ltd**. a company registered in Ireland having its principal place of business at Unit 18/19 The Reeks Gateway, V93 A2P4, Killarney, Ireland;

(b) if the Client is resident or incorporated in Japan, **Straker Japan KK.** a company registered in Japan having its principal place of business at 12F YANMAR TOKYO, 2-1-1 Yaesu, Chuo-ku, Tokyo;

(c) if the Client is resident or incorporated in the United States of America, **Straker Translations Inc.** a company registered in the State of Delaware having its principal place of business at 3400 North Ashton Blvd., Suite 150, Lehi, UT 84043; or

(d) in all other cases, **Arbitr Group Limited.** a company registered in New Zealand having its principal place of business at Level 2, 49 Parkway Drive, Rosedale, 0632, New Zealand,

(the relevant entity being "Arbitr" for the purpose of this Agreement).

This Agreement applies from the time when the Client signs up for the Client Portal (and clicking to accept this Agreement), until the date on which this Agreement is terminated or otherwise ends.

This Agreement sets out Arbitr's obligations as a service provider, and the Client's obligations as a Client of Arbitr. The Client cannot use Arbitr's services unless it agrees to this Agreement.

BACKGROUND

A. Arbitr is a global company that provides content governance, AI-assisted validation, translation, and localisation services.

B. The Client requires content governance, AI-assisted validation, and publishing risk management on an ongoing basis and wishes to engage Arbitr to provide those services via the arbitr Platform when requested.

C. Arbitr and the Client have agreed that Arbitr will provide access to the arbitr Platform and associated services to the Client, in accordance with the terms and conditions of this Agreement.

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Accepted Quote" means a Quote which the Client accepts in writing addressed to Arbitr, including written notice by the Client to Arbitr to proceed with the Services or by the Client clicking 'Accept' or 'Order Now' on a Quote (provided that the Client is not permitted to make any change to the Quote and if the Client does so the Quote is deemed to be not accepted by both parties).

"Affiliates" means any legal entity or other business organization anywhere in the world in which Arbitr's main holding company Arbitr Limited holds a twenty-five per cent or higher equity interest whether directly or indirectly, and whether the interest is shares, debentures or otherwise, voting or non-voting.

"Agreement" means these Terms and Conditions.

"AI Verification Services" means a service by which a content or translation verification is carried out by a computer using generative artificial intelligence technologies that are capable of machine learning and operating outside of fixed rules (with no human involvement or checking), and if applicable, will be as specified in the Accepted Quote.

"Application Programming Interface (API)" means the application that has been developed by Arbitr to enable Source Materials and content to be supplied directly between Client systems and Arbitr in an electronic and agreed format.

"arbitr Platform" means Arbitr's content governance and AI-assisted review platform available at getarbitr.straker.ai, used to analyze, validate, or flag content for compliance, accuracy, brand alignment, or publishing risk.

"Client Portal" means Arbitr's online portal used for account management, subscriptions, billing, and service requests. The arbitr Platform is accessed separately for content governance and AI-assisted validation."

"Client Validator" means any person or organization chosen by the Client to access and review the Validation Materials via the Validation Platform.

"Client Marks" means any logos, symbols, designs, trademarks, business names, domain names, distinctive colors schemes, fonts or graphic elements associated with the Client's branding; whether registered or unregistered.

"Confidential Information" means any proprietary information, know-how and data disclosed in confidence by one party to the other party (and including in the case of the Client the Source Materials and the Deliverables), but does not include any information which (a) is in the public domain; (b) on receipt by the other party is already known by that party; (c) is at any time after the date of receipt by the other party, received in good faith by that party from a third party; (d) required by law to be disclosed by the other party.

"Contract" means a binding agreement formed by both parties in relation to the Services provided in an Accepted Quote.

"Correction Request" has the meaning given to that term in clause 6.11(a).

"Credit Account" means an account made available to the Client following completion of a credit account application form (with all requirements satisfied) and validation of the application by Arbitr's finance team or the Affiliate's finance team (as applicable).

"Data" means the Client's data provided to Arbitr or Affiliate (as applicable) and includes the Source Materials, and where applicable and where the context permits, includes Personal Information.

"Deliverables" means the final deliverables and validated outputs produced as a result of the Services or platform processing.

"Enterprise Clients" means any client with a binding agreement with Arbitr or related entity which meets any one of the following qualifying attributes: is an incorporated company in their relevant jurisdiction, is a publicly traded company in their relevant jurisdiction, engages in commerce in more than one jurisdiction or domestic location, employs more than 25 full time employees, or is otherwise engaged in the practice of providing services to clients utilising our Services.

"Force Majeure Event" means an act of God, strike, lockout, war (declared or undeclared), blockade, act of public enemy, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental restraint, riot, civil commotion, expropriation, prohibition, intervention or embargo, industrial conditions, electrical, telecommunications, or other utility or network failures, or other event which is not within the control of the affected party, but excludes: (a) any event which the party affected could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost; or (b) a lack of funds for any reason.

"Gross Error" means an error in provision of Services that means: (a) the translation or content presents a potential safety risk to product users where that risk would not be presented if accurate; (b) the text includes an offensive statement that would not be presented if accurate; (c) the product or the content of the text is misrepresented; or (d) the original content meaning is lost altogether.

"Human in the Loop Localisation Services" means where Arbitr has provided AI Verification Services or Machine Translation Services, the further processing or verification of the Deliverables by a Arbitr Translator, and if applicable will be as specified in the Accepted Quote.

"Intellectual Property" includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered.

"Jurisdiction" means: (a) if Arbitr Limited is a contracting party to this Agreement, New Zealand; (b) if Straker Europe Limited is a contracting party to this Agreement, Ireland; (c) if Straker Japan KK is a contracting party to this Agreement, Japan; or (d) if Straker Translations Inc is a contracting party to this Agreement, the State of Delaware (USA).

"Localisation Services" means the process of adapting content or translation to a specific country or region.

"Machine Translation Services" means a service by which a translation is carried out by a computer (with no human involvement or checking) using either traditional machine translation methodologies or generative artificial intelligence technologies.

"Marketing Activities" means displaying a Client Mark on various marketing and promotional materials, including website displays, printed materials, digital advertising, social media posts, press releases, case studies, and testimonials.

"Personal Information" means information or an opinion about an individual whose identity is apparent, or can reasonably be ascertained, which is received by Arbitr in connection with this Agreement.

"Plug-In" means a plug-in to a third-party application developed by Arbitr to enable content transmission.

"Plug-In Licence Agreement" means the licence agreement that governs the Client's use of the Plug-In.

"Privacy Laws" means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information.

"Quote" means a timeline on the completion of Services and associated pricing based on Source Materials provided to Arbitr by the Client, which once accepted becomes an Accepted Quote.

"Services" means access to or use of the arbitr Platform, API integrations, AI Verification Services, Human in the Loop Localisation Services, Machine Translation Services, Review Services, and related localization services as specified in an Accepted Quote.

"Source Materials" means the content, documents, files, or data submitted by the Client to Arbitr via API, CMS, or portal upload for governance, validation, or localization.

"Arbitr Translator" means a person employed or contracted by Arbitr or its Affiliates to provide Services under this Agreement.

"Tokens" means digital units issued or purchased through the Client Portal that entitle the Client to access or pay for certain features or services.

"Validation Platform" means Arbitr's nominated location where Validation Materials are located.

"Website" means Arbitr's website at www.Arbitr.ai.

"Working Day" means any day other than a Saturday, Sunday or public holiday in the Jurisdiction.

1.1 Rules of Interpretation: In this Agreement, reference to the plural includes reference to the singular, and vice versa. Headings inserted in this Agreement are for convenience of reference only and do not affect interpretation.

2. SCOPE OF AGREEMENT

Arbitr will provide the Services (including access to the arbitr Platform) and Deliverables to the Client as specified in each Contract.

3. TERM

This Agreement commences on the date that it is signed by both parties or accepted digitally upon Client Portal signup, and continues until terminated by either party under clause 17.

4. REQUESTS FOR SERVICES

4.1 Each request for Services made to Arbitr and supply of Source Materials to Arbitr is made subject to this Agreement. Source Materials will be submitted to Arbitr using API-supplied XML files, Word, Excel, PowerPoint, Adobe InDesign, or other agreed electronic formats.

4.2 No contract exists in respect of any request for Services unless and until there is an Accepted Quote, forming a binding Contract between the Client and Arbitr.

4.3 Subject to clause 4.4, Arbitr will issue a Quote after receiving from the Client a request for Services made via the Client Portal, API, or as otherwise made available.

4.4 Arbitr reserves the right to decline to issue a Quote or to provide any Services if the Source Materials contain any material which Arbitr at its discretion considers to be offensive, obscene, contrary to law, or inappropriate.

4.5 Arbitr offers an automatically generated quote option (Auto-Accept Quote) to Clients with an ongoing account, which automatically forms a Contract upon quote issuance.

4.6 The Client shall not directly request or engage any Arbitr Translator or contractor who provided Services to the Client within the preceding twelve months. Breach of this clause will result in termination under clause 17.6.

4.7 The Client must promptly notify Arbitr if contacted directly by a Arbitr Translator or contractor offering competing services.

5. SUBSCRIPTIONS

5.1 Subscription plans, features, limitations, fees, and billing periods offered by Arbitr are set out on the Client Portal.

5.2 The Client will be billed for subscription fees on a recurring Billing Cycle as set out at portal signup or as agreed in writing.

5.3 Subscriptions can be upgraded or downgraded through the Client Portal. Upgrades take effect immediately on a pro-rata basis; downgrades take effect from the beginning of the next Billing Cycle.

5.4 Subscription fees will be billed at the beginning of each Billing Cycle.

5.5 Subscriptions automatically renew at the end of each Subscription Period unless cancelled by the Client through the Client Portal prior to renewal.

6. PROVISION OF SERVICES AND ARBITR GOVERNANCE

6.1 arbitr Platform Governance Disclaimer: Arbitr may make the arbitr Platform available to the Client as part of the Services. Where the Client uses the arbitr Platform, the Client acknowledges that the platform is a content-governance tool designed to assist with identifying potential issues in content prior to publication. The Client remains solely responsible for all final publishing decisions and for verifying the accuracy, legality, and suitability of any content processed through the arbitr Platform. Arbitr does not guarantee that the arbitr Platform will identify all errors, risks, or compliance issues.

6.2 Subject to receipt of applicable amounts due, Arbitr will provide the Services as specified in the Accepted Quote in accordance with standard practices.

6.3 The Client must provide all information requested by Arbitr via the Client Portal, API, or Plug-In accurately and completely.

6.4 Where information is provided via a Plug-In, the relevant Plug-In Licence Agreement applies.

6.5 The Client is responsible for selecting the preferred service level to suit its requirements.

6.6 Arbitr has no responsibility to complete Services for the price quoted if actual word count or content scope varies from what was initial quoted.

6.7 Purchases made on non-Working Days may experience minor timing adjustments until the next Working Day.

6.8 Arbitr has no responsibility to review raw Source Materials for typographical or underlying content errors.

6.9 On completion of Services and receipt of all due payments, Arbitr will issue the Deliverables to the Client.

6.10 Arbitr will use reasonable endeavours to issue Deliverables on or before agreed dates, but accepts no liability for minor timing delays.

6.11 Correction Requests: If the Client considers a Deliverable contains errors, it must notify Arbitr in writing at processing@arbitr.ai within 10 Working Days of receipt ("Correction Request").

6.12 Credit Account Remedy: Credit requests for Gross Errors require two prior Correction Requests and a signed written undertaking not to use the rejected materials.

6.13 Non-Credit Account Remedy: Refunds for non-Credit Account holders are provided for termination under clause 17.1, non-delivery (after 4 Working Days delay), wrong target language, or unrectified Gross Errors.

6.14 Refund Limit: Monetary refunds are capped at a maximum of 100% of fees paid for affected Services (less courier/handling costs).

6.15 Gross Error Statement: When Arbitr agrees a Gross Error occurred and provides credit or refund, the Client must submit a signed statement confirming it will not use rejected Deliverables in whole or part.

6.16 Validation Platform: Where Validation applies, materials are hosted on the Validation Platform for a 2-week Validation Period at no initial charge.

7. TERMS SPECIFIC TO AI VERIFICATION SERVICES AND MACHINE TRANSLATION SERVICES

7.1 Where Machine Translation Services are utilised, the Client may use AI Verification Services to verify accuracy scores.

7.2 The Client may request to have AI outputs checked by a Arbitr Translator as part of Human in the Loop Localisation Services.

7.3 The Client acknowledges that AI Verification and Machine Translation are technology-driven and not 100% accurate, and are not verified by humans unless Human in the Loop Localisation Services are selected and paid for.

7.4 The Client hereby releases and indemnifies Arbitr from any liability arising out of a decision by the Client to not receive Human in the Loop Localisation Services.

8. CLIENT PORTAL LICENCE

8.1 Arbitr grants the Client a non-exclusive, non-transferable right to access the Client Portal during the term of this Agreement.

8.2 The Client must not: (a) use the portal improperly, unlawfully, or to transmit malicious software; (b) build competitive software or attempt unauthorized access to Arbitr networks; or (c) sublicense, resell, time-share, or share single-user logins.

9. TOKENS

9.1 Tokens may be issued or purchased via the Client Portal to access features or pay for platform consumption.

9.2 Purchases of Tokens are final and non-refundable.

9.3 Promotional Tokens hold no cash value and cannot be applied against transaction taxes.

9.4 Available Token balances are visible in the Client Portal.

9.5 Tokens expire after 1 year unless held under an active Credit Account.

9.6 Additional Tokens must be purchased once initial allocations are exhausted.

9.7 Tokens are non-transferable, carry no property rights, and are automatically cancelled upon agreement termination.

10. FEES AND PAYMENT

10.1 The Client will pay all applicable fees specified at portal signup and in each Accepted Quote.

10.2 All payments must be made in full without deduction or set-off.

10.3 Applicable VAT and indirect transaction taxes will be added to invoiced charges.

10.4 Late Payment: Overdue amounts accrue interest at the lesser of 10% per annum or the legal maximum rate, and Arbitr may suspend API access and Services or terminate under clause 17.2.

10.5 Incomplete Files: If delivery is delayed by the Client failing to provide required files within 14 days of notice, Arbitr may invoice the job as completed.

10.6 Disputed Charges: Written notice of fee disputes must be submitted within 2 months of invoice date, following resolution procedures in clause 20.

10.7 Set Off: Arbitr may set off owed credits against amounts due from the Client.

11. INTELLECTUAL PROPERTY

11.1 Source Materials and Deliverables remain the Client's property, subject to payment in full of all due fees.

11.2 Content Ownership and Machine Learning: Intellectual Property in Deliverables transfers to Client upon full payment. The Client acknowledges that content may be used for machine-learning purposes provided original text cannot be recreated from it.

11.3 Arbitr IP: All processes, methodologies, software, API tools, and know-how remain Arbitr's exclusive Intellectual Property.

11.4 Enterprise Client Marks: Enterprise Clients grant Arbitr a non-exclusive, royalty-free license to use Client Marks in promotional and marketing materials.

11.5 Branding Guidelines: Arbitr will comply with written marketing guidelines provided by the Client prior to commencement.

11.6 Prior Approval: Arbitr will take reasonable efforts to ensure Client Marks are not modified without consent.

11.7 Revocation: Marketing logo permissions may be revoked upon 120 days' written notice.

12. CONFIDENTIAL INFORMATION AND PUBLICITY

12.1 Both parties acknowledge the strict confidentiality of Confidential Information.

12.2 Disclosure is restricted to directors, employees, translators, advisers, and subcontractors on a need-to-know basis.

12.3 ASX Announcements: Arbitr may publicly announce client engagements if required under Australian Stock Exchange (ASX) listing rules or if revenues impact forecasts by 10% or more.

13. DATA AND PRIVACY

13.1 Data: The Client warrants that it has full authority to deal with provided Data.

13.2 Privacy: Both parties must comply with applicable Privacy Laws, safeguard Personal Information, and assist with data subject requests.

13.3 UK/EU Clients: Personal Data processing is governed by Addendum One (Data Processing Addendum) incorporating Standard Contractual Clauses.

13.4 California Clients: Personal Data processing is governed by Addendum Two (CCPA Data Processing Addendum).

14. NO DIRECT CONTACT WITH ARBITR TRANSLATORS OR CONTRACTORS

14.1 The Client's contract is strictly with Arbitr.

14.2 The Client must not directly contact or solicit Arbitr Translators or contractors to perform competing services.

14.3 Prohibited actions include issuing requests for quotes or referring third parties directly to Arbitr contractors.

14.4 The Client must not accept direct offers for competing work from Arbitr contractors.

14.5 The Client must promptly notify Arbitr if approached directly by any Arbitr Translator or contractor.

15. CLIENT WARRANTIES

The Client represents and warrants to Arbitr that: (a) it owns or holds all necessary rights in Source Materials without infringing third-party Intellectual Property; (b) it will not submit code, viruses, or devices that interfere with the functioning of the arbitr Platform or Website; and (c) it possesses full authority to enter into and perform its obligations under this Agreement.

16. ARBITR'S WARRANTIES

16.1 Arbitr warrants that it has authority to enter into and perform its obligations under this Agreement, and that the arbitr Platform and Services will not infringe third-party Intellectual Property rights.

16.2 Statutory Exclusion: Except as expressly provided, all implied warranties (including merchantability and fitness for purpose) are excluded to the legal maximum.

17. TERMINATION OF CONTRACTS AND AGREEMENT

17.1 Termination Without Cause: The Client may terminate a Contract, subscription, or this Agreement without cause at any time by giving written notification to Arbitr.

17.2 Payment Default: Arbitr may terminate a Contract upon 5 days' written notice if overdue amounts remain unpaid.

17.3 Insolvency: Either party may terminate immediately if an Insolvency Event occurs.

17.4 Material Breach: Either party may terminate if a material breach remains unremedied 30 days after written notice.

17.5 Simultaneous Termination: Where a party terminates all Contracts under clause 17.4, that party may also terminate this Agreement.

17.6 Effect of Termination: On termination, all amounts due become immediately payable, prepayments for unperformed Services become refundable, and Arbitr shall cease Services.

18. CONSEQUENCES OF TERMINATION

18.1 Survival: Provisions intended by nature to survive termination (including clause 18) remain in full force.

18.2 Termination Without Cause Fees: On termination of a Contract by the Client under clause 17.1, no amount will be payable for unperformed Services.

18.3 Client Termination Invoices: Subject to clause 18.2, Arbitr may invoice for all Services delivered and costs incurred up to the date of termination.

18.4 Arbitr Termination Invoices: On termination by Arbitr, full contract amounts may be invoiced for Services delivered or for uncompleted Services if completed at Client direction.

19. LIABILITY

19.1 Uncapped Liability: Nothing limits Arbitr's liability for death, personal injury caused by negligence, or fraud.

19.2 Consequential Loss: Subject to clause 19.1, Arbitr is not liable for loss of profits, loss of revenue, indirect, special, or consequential damages.

19.3 Aggregate Liability Cap: Subject to clauses 19.1 and 19.2, Arbitr's maximum aggregate liability under any Contract shall not exceed the total fees paid by the Client under that specific Contract.

20. DISPUTE RESOLUTION

20.1 Formal Process: Neither party may commence court proceedings without complying with this clause 20.

20.2 Negotiation: Written dispute notices require representative appointment within 7 days.

20.3 Mediation: Unresolved disputes after 14 days of negotiation must be referred to formal mediation in the Jurisdiction.

21. COMPLIANCE WITH LAWS INCLUDING ANTI-BRIBERY

21.1 Anti-Bribery Compliance: Both parties must comply with all applicable laws including the US Foreign Corrupt Practices Act, UK Bribery Act, and NZ Secret Commissions Act.

21.2 Corrupt Payments: Neither party will offer corrupt payments or improper inducements.

22. GENERAL

22.1 Amendments: Must be in writing and signed by both parties.

22.2 Assignment: Arbitr may assign/novate rights to Affiliates; Client assignment requires prior written consent.

22.3 Entire Agreement: Supersedes all prior proposals, quotes, or agreements relating to the subject matter.

22.4 Export Controls: The Client is responsible for securing necessary export licenses.

22.5 Force Majeure: Non-performance (except payment) is excused during Force Majeure events lasting under 90 days.

22.6 Independent Contractor: Arbitr operates strictly as an independent contractor.

22.7 Legal Costs: Prevailing parties in litigation are entitled to recover reasonable legal fees.

22.8 Partial Invalidity: Unenforceable provisions do not affect the validity of remaining clauses.

22.9 Precedence: Accepted Quote pricing prevails over general rate schedules.

22.10 Severability: Invalid clauses shall be deemed deleted.

22.11 Suspension: Arbitr may suspend performance for reasons outside its control.

22.12 Waiver: Failure to enforce rights does not constitute an ongoing waiver.

23. NOTICES

23.1 Delivery Details: Notices must be in writing and sent to legal@arbitr.ai (for Arbitr) or the portal account email (for Client).

23.2 Deemed Receipt: Emails are deemed received on transmission (absent failure notification); postal notices are deemed received in 3 days (domestic) or 10 days (international).

24. GOVERNING LAW

This Agreement is governed strictly by the laws of the applicable Jurisdiction (Ireland, Japan, Delaware/Utah, or New Zealand), and parties submit to the exclusive jurisdiction of its courts.

ADDENDUM ONE – DATA PROCESSING ADDENDUM FOR UK AND EU CLIENTS

This Data Processing Addendum including all of its Annexes ("**Addendum**") forms part of the Agreement entered into between Arbitr and Client. The Agreement relates to the purchase of Arbitr products and/or services ("**Products**") by Client. In the course of providing the Products to Client pursuant to the Agreement, Arbitr may process personal data on behalf of Client. This Addendum sets out the additional terms, requirements and conditions on which Arbitr will process personal data as far as such processing relates to the delivery of the Products. In the event that any terms and conditions in this Addendum are in conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control, except as otherwise stated. Capitalized terms not defined in this Addendum shall have the meaning given to them in the Agreement or in applicable Data Protection Laws.

1. **Compliance with Data Protection Laws.** Arbitr and Client shall comply with all applicable data protection, privacy and security laws ("**Data Protection Laws**"), each as updated or replaced from time to time, including: (i) the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**"); (ii) the Privacy and Electronic Communications Directive 2002/58/EC and any applicable national implementing laws including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (iii) the UK General Data Protection Regulation ("**UK GDPR**") and the UK Data Protection Act 2018; and (iv) the Swiss Federal Act on Data Protection.

2. **Roles of the parties.** This Addendum shall apply where Client acts as a controller and Arbitr as a processor.

3. **Processing of Personal Data.**

   3.1. *Details of Processing*. **Annex A** sets out the scope, nature and purpose of processing by Arbitr, the duration of the processing and the types of personal data and categories of data subjects.

   3.2. *Instructions*. Client appoints Arbitr to process such personal data on behalf of Client. Arbitr shall only process personal data in accordance with Client's instructions as set out in the Agreement and this Addendum, as otherwise necessary to provide the Products, or as otherwise agreed in writing by the parties. Arbitr will immediately inform Client if, in its opinion, an instruction violates or would cause Arbitr to violate Data Protection Laws, or if it cannot comply with Client's documented instructions for whatever reason. In any such case, the parties shall work together to find an alternative. Arbitr shall process personal data only to fulfill its obligations under the Agreement.

   3.3. *Client Responsibilities*. Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Arbitr for the duration and purposes of this Addendum. Client shall not cause Arbitr to violate any applicable laws in its processing of the personal data in accordance with Client's instructions.

4. **Security.**

   4.1. *Security Measures*. Arbitr shall implement appropriate technical and organizational measures for processing Client's personal data which shall, at minimum, meet the requirements in **Annex B**.

   4.2. *Breach Notification*. Arbitr shall, to the extent permitted by law, notify Client without undue delay upon discovery of any breach of security affecting Client personal data processed by Arbitr or any of Arbitr's subprocessors under the Agreement.

   4.3. *Personnel*. Arbitr and subprocessor personnel who process (including by having access to) personal data are under an obligation to keep such personal data confidential.

5. **Assistance.**

   5.1. *Cooperation with Client*. Taking into account the nature of the processing and the information available to Arbitr, Arbitr shall promptly provide all information and assistance reasonably requested by Client, at Client's expense, to respond to any request from a data subject and to comply with its obligations under the Data Protection Laws.

   5.2. *Third-Party Requests*. Unless prohibited by applicable law, Arbitr shall promptly inform Client of any data subject's request or any communications from a regulator, government body or supervisory authority relating to the personal data that Arbitr or its subprocessors process under this Addendum. Arbitr shall not respond to such requests except as instructed by Client, unless otherwise required by Data Protection Laws, in which

case Arbitr shall inform Client of such legal requirement prior to responding to such request to provide Client with the opportunity to fully pursue available legal remedies, including the right to contest or object to such requests.

5.3. *Reimbursement*. To the extent that Arbitr's cooperation and assistance according to this Section 5 involve significant costs, the parties agree to negotiate in good faith to reimburse Arbitr for such costs.

6. Return and Deletion of Personal Data. At the choice of Client, Arbitr shall delete or return personal data and copies thereof to Client on termination of the Agreement (or upon Client's prior written request) unless required by applicable law to store the personal data for longer, in which case Arbitr shall inform Client of that obligation and comply with the Data Protection Laws until the personal data is securely deleted or returned to Client.

7. Audit.

7.1. *Audit Requirements*. Client is entitled to assess Arbitr's compliance with its obligations under Data Protection Laws, to the extent that Arbitr is acting as a processor on behalf of Client. Client further agrees that the audits described in Section 7.3 below meet Client's audit requirements, and Client agrees to exercise any right it may have to conduct an inspection or audit (including under the Standard Contractual Clauses, as applicable) by written notice to Arbitr to carry out the audits described in Section 7.3.

7.2. *Certification*. Without prejudice to the rights granted in Section 7.3 below, if the requested audit scope is addressed in an ISO certification, SOC report or similar audit report issued by a qualified third party auditor within the prior twelve months and Arbitr provides such report to Client upon request confirming that there are no known material changes in the controls audited, Client agrees to accept the findings presented in such third party audit report in lieu of requesting an audit of the same controls covered in the report.

7.3. *Audit Procedures*. Upon not less than thirty (30) days' advance written notice to Arbitr and no more frequently than once annually, with Arbitr's reasonable costs of complying with any such request to be met by Client, Arbitr shall (i) make available all information necessary to demonstrate to Client its compliance with Article 28 of the GDPR, including without limitation, executive summaries of its information security and privacy policies, and (ii) cooperate with and respond to Client's reasonable privacy and/or security questionnaire. Notwithstanding the above, if Client's request for audit occurs during Arbitr's quarter or year end, or such other time during which Arbitr cannot reasonably accommodate such request, the parties shall mutually agree on another date, with no less than thirty (30) days' advance. Client shall execute a confidentiality agreement in form and substance reasonably satisfactory to Arbitr prior to such audit. For the avoidance of doubt, nothing contained herein will allow Client to review data pertaining to Arbitr's other Clients or partners. Client shall bear its own costs and expenses with respect to the audits described in this Section 7.3. The parties shall use all reasonable endeavours when exercising rights under this Section 7 to minimize disruption to Arbitr's business activities.

8. Subprocessors.

8.1. *Appointment of Subprocessors*. Client provides general written authorization (a) for Arbitr to engage the subprocessors set out at Arbitr's Subprocessor Register available at https://www.Arbitr.ai/legal-docs/gdpr-sub-processor-register/ (including potentially Arbitr Affiliates as subprocessors), and (b) for Arbitr subprocessors to engage third-party subprocessors. Arbitr and each Arbitr subprocessor shall enter into a written agreement stipulating data protection obligations not less protective than those in this Addendum, to the extent applicable to the nature of the services provided by such subprocessor.

8.2. *Changes to Subprocessors List*. If Arbitr or its Affiliates appoint a new (or remove an existing) subprocessor, it shall update the list online. Client may opt in to receiving alerts regarding such list updates via the mechanism set out at the webpage, and, provided Client has done so, Arbitr will send an email publicizing the change to the email address the Client has provided. Client may object on reasonable grounds to Arbitr's appointment or replacement of a subprocessor in writing within fifteen (15) days of receiving such notification from Arbitr. If Client does not object within such period, the change shall be deemed accepted. If Client does object to the addition of a new subprocessor, Client and Arbitr will negotiate in good faith to find a solution that works for both parties.

8.3. *General authorization under the Standard Contractual Clauses*. If the Standard Contractual Clauses apply, then the Parties agree to select Option 2 (general written authorization) under clause 9(a) of the Standard Contractual Clauses (Module Two). Client acknowledges and agrees that it will have the ability to exercise the corresponding right to object under Clause 9(a) of the Standard Contractual Clauses (Module Two) in the manner described under Section 8.2 of this Addendum.

8.4. *Liability*. Arbitr shall be liable for the acts and omissions of its subprocessors with regard to the processing of personal data to the same extent Arbitr would be liable if performing the services of each subprocessor directly under the terms of this Addendum.

8.5. *Copies of Subprocessor Agreements*. The parties agree that any copies of subprocessor agreements requested by Client pursuant to Clause 9(c) of the Standard Contractual Clauses may have commercial information or clauses unrelated to the Standard Contractual Clauses removed by Arbitr beforehand. Arbitr will provide such copies in a manner to be determined in its sole discretion, upon request by Client.

9. International Transfers of Personal Data.

9.1. Where a data transfer takes place, this section on International Transfers applies. This is the case, for instance, where Client data processed by Arbitr in order to provide the Products is stored outside of the European Economic Area ("**EEA**").

9.2. *General Obligation*. Arbitr and Client shall comply with all applicable requirements for cross-border transfers of personal data under Data Protection Laws.

9.3. *Transfers from the EEA and/or Switzerland from Client to Arbitr - Standard Contractual Clauses*. To the extent that Arbitr processes any personal data under this Addendum that originates from the EEA or Switzerland in a country that has not been designated by the European Commission or the Swiss Federal Council (as applicable) as providing an adequate level of protection for personal data, the parties agree to enter into the Standard Contractual Clauses for the transfer of personal data to third countries as set out in the Annex to Commission Decision (EU) 2021/914 adopted on June 4, 2021 ("**Standard Contractual Clauses**") which are hereby incorporated into and form part of this Addendum. The parties make the following selections for the Standard Contractual Clauses:

9.3.1. Arbitr shall be the "data importer" and Client the "data exporter";

9.3.2. Where Client acts as a controller and Arbitr as a processor, Module Two shall apply;

9.3.3. The optional Clause 7 (Docking clause) shall apply;

9.3.4. Option 2 (General Written Authorisation) in Clause 9 (a) shall apply and the time period shall be at least fifteen (15) days in advance;

9.3.5. The option in Clause 11 (Redress) shall not apply;

9.3.6. For purposes of Clause 17 (Governing law), the governing law shall be the one indicated in Section 10.4.1 of this Addendum;

9.3.7. For purposes of Clause 18 (Choice of forum and jurisdiction), the forum and jurisdiction shall be the courts indicated in Section 10.4.2 of this Addendum;

9.3.8. The data processing details set out in Annex A of this Addendum shall apply for the purposes of Annex 1 of the Standard Contractual Clauses;

9.3.9. The technical and organizational security measures set out in Annex B of this Addendum shall apply for the purpose of Annex 2 to the Standard Contractual Clauses; and

9.3.10. Where Standard Contractual Clauses apply to transfers of personal data from Switzerland, the term 'member state' in the Standard Contractual Clauses must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses.

Where the Standard Contractual Clauses apply, they shall control in the event of a contradiction with the provisions of this Addendum or the Agreement.

9.4. *Transfers from the UK by Client to Arbitr.* To the extent that Arbitr processes under this Addendum any personal data that originates from the UK in a country that has not been designated by the UK Government as providing an adequate level of protection for personal data, the parties agree to enter into the UK addendum to the Standard Contractual Clauses as set out in the Information Commissioner's international data transfer addendum, version B1.0 ("**UK Addendum**") which is hereby incorporated into and forms part of this Addendum. The parties make the following selections for the UK addendum:

9.4.1. For purposes of Table 1, the start date is the date in which Products begin to be provided by Arbitr to the Client, and the parties are Client (as exporter) and Arbitr (as importer);

9.4.2. For purposes of Table 2, the Addendum EU SCCs are the Standard Contractual Clauses as selected above in Section 9.3;

9.4.3. For purposes of Table 3, the Appendix Information is as set out above in in Section 9.3; and

9.4.4. For purposes of Table 4, the "Exporter" option is selected.

Where the UK Addendum applies, it shall control in the event of a contradiction with the provisions of this Addendum or the Agreement.

9.5. *Alternative Data Export Solution*. The parties agree that the data export solution identified in Sections 9.3 and/or 9.4 may not apply if and to the extent that Arbitr adopts an alternative data export solution for the lawful transfer of personal data (as recognized under the Data Protection Laws) from the EEA, UK or Switzerland, in which event, the parties shall reasonably cooperate to implement such solution.

10. Miscellaneous.

10.1.1. *Interpretation*. Any words following the terms "including" and similar expressions shall not limit the sense of the words preceding those terms.

10.2. *Entire Agreement*. This Addendum shall replace and supersede any existing data processing addendum (including any privacy addendums), attachment or exhibit (including any standard contractual clauses) between the parties. Any addenda, attachments, or exhibits related to security shall remain in place and supplement any security measures set out in **Annex B**. In the event of a conflict between **Annex B** and any other agreement that Arbitr has entered into with Client governing information security, including administrative, physical, or technical safeguards regarding the protection of data, the provisions more protective of the data shall prevail.

10.3. *Liability*. The liability of each party and each party's Affiliates under this Addendum shall be subject to any exclusions and limitations of liability set out in the Agreement.

10.4. *Governing Law and Jurisdiction*. Unless required otherwise by applicable Data Protection Laws:

10.4.1. This Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws of the jurisdiction stipulated in the Agreement; and

10.4.2. Each party irrevocably agrees that the courts of the jurisdiction stipulated in the Agreement shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Addendum or its subject matter or formation.

10.5. *Termination of Addendum*. This Addendum will terminate simultaneously and automatically with the termination or expiry of the Agreement.

ANNEX A

PERSONAL DATA PROCESSING PURPOSES AND DETAILS

A. LIST OF PARTIES

Data exporter(s):

Legal entity: ***Client***

Role (controller/processor): Controller

Activities relevant to the data transferred under these SCCs: The data exporter will receive Products from the data importer(s) involving the transfer of personal data as detailed under the Addendum.

Data importer(s):

Legal entity: ***Arbitr***

Role (controller/processor): Processor

Contact person for data protection matters' name, position and contact details: Tamas Szoke, Chief of AI Operations | AI Operations, *dataprivacy@Arbitr.ai*

Activities relevant to the data transferred under these SCCs: The data importer will provide Products to the data exporter involving the transfer of personal data as detailed under the Addendum.

DESCRIPTION OF TRANSFER

Location of storage of Client data

Client data will be stored by Arbitr for the provision of the Products in IBM Softlayer, Frankfurt, Germany

Categories of Data Subjects whose Personal Data is transferred and processed

Client may submit personal data to Arbitr to enable Arbitr to provide the Products, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects:

- Employees, Clients, business partners, and vendors of Client (who are natural persons)
- Employees or contact persons (both of whom are natural persons) of Client Clients, business partners, and vendors
- Employees, agents, advisors, contractors, or any user authorized by Client to use the Products (who are natural persons)

Categories of Personal Data transferred and processed:

Client may submit personal data to Arbitr to enable Arbitr to provide the Products, the extent of which is determined and controlled by Client in its sole discretion, and which may include but is not limited to:

- First and last name and title;
- Employer and position;
- Contact information (email, username, cell / mobile phone number, physical business address);
- Login information to use the Products;
- Device identification data (Device ID);
- Electronic identification data (IP address; MAC address);
- Technical data (operating system information; software logs; crash reports).

Sensitive Data transferred (if applicable) and applied restrictions or safeguards:

Sensitive data may be transferred by Client to Arbitr solely where Client needs to transfer such data to Arbitr for the provision of the Products as described pursuant to the Agreement. The safeguards applying to the processing of such data are as described under **Annex B** of this Addendum.

The frequency of the transfer:

Single transfer, each time the provision of Products to Client requires a transfer of personal data.

Nature and purpose of the processing:

Arbitr will process personal data as necessary to provide the Products pursuant to the Agreement, as further instructed by Client (as expressly set forth in this Addendum) in its use of the Products. This may include data storage, data correction, debugging, troubleshooting, support and maintenance, data analysis and classification, continuous product improvement and updates.

Business purpose(s) of the data transfer and processing:

Arbitr will process personal data for the purposes necessary to provide the Products pursuant to the Agreement, as further instructed by Client (as expressly set forth in this Addendum) in its use of the Products.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

The personal data will be retained as long as needed for the provision of Products by Arbitr under the Agreement.

For transfers to Subprocessors, also specify subject matter, nature and duration of the processing:

Matter and nature of the processing, as set out at **Annex C** of this Addendum, for the duration required for the data importer to provide the Products to the data exporter.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13 of the Standard Contractual Clauses

Where the data exporter (Client) is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

ANNEX B

TECHNICAL AND ORGANISATIONAL MEASURES

This Annex describes the security measures employed by Arbitr, a software-as-a-service (SaaS) based provider, in line with EU General Data Protection Regulation (GDPR) and ISO 27001 standards. Our services are hosted on both IBM Cloud and Amazon Web Services (AWS) which offer world-class security measures.

I. TECHNICAL MEASURES

1. Compliance:

Our Information Security Management System (ISMS) has been certified ISO27001 and provides the framework for all security related controls, policies, and procedures.

2. Access Control:

Our Access Control Policy ensures we have implemented physical, electronic, and procedural safeguards designed to prevent unauthorized system access, both physically and electronically.

3. System Access Control:

We have established stringent user authentication and authorization protocols, as well as adopted additional security measures available through our hosted cloud providers, IBM Cloud and AWS.

4. Data Access Control:

We control and manage data access within our systems strictly, adhering to a policy of least privilege, limiting access to employees who need access for their work duties.

5. Transmission Control:

We protect data transmission using encryption technologies such as HTTPS and Transport Layer Security (minimum TLS v. 1.2).

6. Hosting Services Security:

Our systems are hosted with IBM Cloud and AWS, which guarantee physical and network security as tier 1 datacenter providers. In addition, our ISMS includes risk management frameworks, security policies, and vulnerability management procedures that are regularly reviewed and tested.

7. Data Backup:

IBM Cloud and AWS provide robust data backup options and we have implemented disaster recovery strategies, redundancy systems, and scalable infrastructure to ensure the critical continuity and high availability of data.

II. ORGANISATIONAL MEASURES

1. Staff Training:

In line with our ISMS requirements, our employees receive extensive, regular training on data protection laws, GDPR, and information security. All staff are obliged to follow these laws and guidelines.

2. Data Protection Officer:

A data protection officer (DPO) is appointed to oversee our compliance with GDPR, and holds this responsibility within our ISMS to ensure data security standards, and to act as a point of contact for all data protection inquiries.

3. Data Access Policy:

An access policy is enacted that limits personal data only to those employees directly involved in data processing, upholding GDPR and ISO 27001 principles.

4. Data Breaches:

We have comprehensive procedures in place for managing data breaches in compliance with GDPR, our ISMS incident management requirements, and the incident response frameworks of both IBM Cloud and AWS.

5. Data Minimization:

We collect, process, and store only the necessary data for the performance of our services, in line with GDPR.

6. Contractual Clauses:

GDPR-compliant and ISO 27001-compliant clauses are incorporated into all contracts to ensure the secure processing of data.

ANNEX C

LIST OF SUBPROCESSORS

The controller has authorised the use of subprocessors, the list of these can be found at www.arbitr.ai/legal-docs/gdpr-sub-processor-register.

ADDENDUM TWO – DATA PROCESSING ADDENDUM FOR CALIFORNIA CLIENTS

This Data Processing Addendum ("**Addendum**") forms part of the Agreement between Arbitr and the Client (collectively the "Parties").

1. Subject Matter and Duration

This Addendum reflects the Parties' commitment to abide by the data protection law concerning the processing of client's personal data in connection with client's execution of the Agreement.

All capitalized terms that are not expressly defined in this Addendum will have the meanings given to them in the Agreement. If and to the extent language in this Addendum conflicts with the Agreement, this Addendum shall control.

This Addendum will become legally binding upon the effective date of the Agreement until the relationship terminates as specified in the Agreement.

2. Definitions

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

(a) "**Data Processor**" is defined as an entity that processes personal data on behalf of a Data Controller.

(b) "**Data Controller**", which is the entity that determines the purposes and means of processing the personal data, as defined under the California Consumer Privacy Act (CCPA) in the United States.

(c) **"Data Protection Law**" means the CCPA.

(d) "**Personal Data**" means Personal Data Processed by Arbitr on behalf of the Client and shall have the meaning assigned to the terms "personal data" and/or "personal information" under the Data Protection Law.

(e) "**Processing**" shall have the meaning assigned to the term processing (including process, processed, processing and processes) under the Data Protection Law.

(f) "**Sale"** under the CCPA is defined broadly to include selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information to another business or third party for monetary or other valuable consideration.

(g) **Security Incident**" means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

(h) "**Third Party**" means Arbitr's authorised contractors, subcontractors, agents, vendors and third-party services providers (i.e., sub-processors) that are Processing Personal Data.

3. Data Control and Processing

(a) The Client and Arbitr acknowledge that, for the purposes of the Data Protection Law, the Client is the Data Controller and Arbitr is the Data Processor of any Personal Data received in the provision of the Services provided for under this Agreement.

(b) Arbitr further confirms that it will not transfer any Personal Data to any country outside the US without ensuring that there are appropriate data protection law safeguards in place, such as the General Data Protection Regulation (**GDPR**) in the European Union, and that the transfer is made in accordance with the CCPA.

4. Information and Data Security

(a) Arbitr takes what it considers to be reasonable steps to prevent unauthorized access to the Client Portal, and to the Client's data stored on its Client Portal. In particular, Arbitr takes appropriate steps to protect all Personal Data that is stored on its Client Portal. These steps include ensuring that the Client Portal is securely configured, that vulnerabilities are dealt with as identified, that updates and patches are applied when they are released, that passwords are encrypted, and that access rights are appropriately managed.

(b) In its capacity as Data Processor, Arbitr shall process Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing Services to the Client as described in this Agreement.

(c) Arbitr shall not disclose any Personal Data to any person or entity located outside the US, without obtaining the prior written consent of the Client, and that the transfer is done in compliance with applicable data protection laws, such as the GDPR.

(d) Arbitr shall implement appropriate technical measures to protect Personal Data against any unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to Personal Data having regard to its nature.

(e) The Client agrees that it will ensure that its users are instructed in the use of the Client Portal and the Validation Platform, and the Arbitr reserves the right to delete or otherwise block access to the Client Portal by any of the Client's users who are, or that Arbitr reasonably suspects may be, engaged in any activity that might breach international or UK-GDPR law or which may in any way affect the performance of the Client Portal or its continued use by the Client's users.

(f) Arbitr will not make available Personal Data for Sale.

5. Documented Instructions

(a) Arbitr and its Third Party shall Process Personal Data solely for the purpose of providing the Services to the Client, and solely to the extent necessary to provide the Services to the Client, in each case, in accordance with the Agreement, this Addendum and the Data Protection Law.

(b) Arbitr will, unless legally prohibited from doing so, inform the Client in writing if it reasonably believes that there is a conflict between the Client's instructions and applicable law or otherwise seeks to Process Personal Data in a manner that is inconsistent with Client's instructions.

6. Authorization to Use Third Parties

To the extent necessary to fulfil Arbitr's contractual obligations under the Agreement, the Client hereby authorises (i) Arbitr to engage Third Parties and (ii) Third Parties to engage sub-processors.

7. Confidentiality

Arbitr will ensure that any person or Third Party authorised to Process Personal Data will contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.

8. Personal Data Inquiries and Requests

Arbitr agrees to provide reasonable assistance and comply with all reasonable instructions from the Client related to any requests from individuals exercising their rights in Personal Data granted to them under the Data Protection Law.

9. Demonstrable Compliance

Arbitr agrees to keep records of its Processing in compliance with the Data Protection Law.

10. Security Incidents

a) **Security Incident Procedure**

Arbitr will deploy and follow policies and procedures to detect, respond to, and otherwise address Security Incidents including procedures to:

(i) identify and respond to reasonably suspected or known Security Incidents, mitigate harmful effects of Security Incidents, document Security Incidents and their outcomes; and

(ii) restore the availability or access to Personal Data in a timely manner.

b) **Notice**

Arbitr agrees to provide prompt written notice without undue delay (but in no event longer than twenty-four (24) hours) to the Client's Point of Contact (POC) if it knows or reasonably suspects that a Security Incident has taken place.

c) **Remediation**

The Client has the right to participate in the investigation and response to the Security Incident and Arbitr agrees to cooperate fully in the investigation and remediation of any harm or potential harm caused by the Security Incident.

11. Data Storage and Deletion

(a) Data Storage. Arbitr will abide by the following with respect to storage of Personal Data:

Arbitr will not store or retain any Personal Data except as necessary to perform the Services under the Agreement.

(b) Data Deletion. Arbitr will abide by the following with respect to deletion of Personal Data:

(i) Within thirty (30) calendar days of the Agreement's expiration or termination, or sooner if requested by the Client, Arbitr will securely destroy all copies of Personal Data (including automatically created archival copies).

(ii) Upon the Client's request, Arbitr will promptly return to Client a copy of all Personal Data within thirty (30) days and, if the Client also requests deletion of Personal Data, will carry that out as set out in clause (b)(i) above.

12. Contact Information

Service Provider and Arbitr agree to designate a point of contact (a "Designated POC") for urgent privacy and security issues. The Designated POC for both parties are:

- Arbitr's Designated POC: Kim Andrews, Chief People & Performance Officer.

ADDENDUM THREE – EU AI ACT COMPLIANCE (REGULATION (EU) 2024/1689)

This EU AI Act Compliance Annex forms part of the Terms and Conditions entered into between Arbitr and the Client ("Agreement") governing the use of the Arbitr Platform and associated Services.

- **1. PURPOSE AND SCOPE**

1.1 Purpose: This Addendum sets out the rights, obligations, and risk-allocation framework between Arbitr and the Client pursuant to Regulation (EU) 2024/1689 of the European Parliament and of the Council (Artificial Intelligence Act) ("EU AI Act").

1.2 Applicability: This Addendum applies to all processing, validation, translation, or content governance activities carried out via the Arbitr Platform where the Client or Arbitr is established in the European Union, or where the outputs generated or validated by the Arbitr Platform are placed on the market, put into service, or used within the European Union.

1.3 Conflict of Terms: In the event of any conflict or inconsistency between the provisions of this Addendum, the Agreement, or any Data Processing Addendum, the provisions of this Addendum shall prevail solely to the extent necessary to satisfy mandatory statutory requirements under the EU AI Act.

- **2. DEFINITIONS AND ROLE ALLOCATION**

2.1 Definitions: Capitalized terms used in this Addendum shall have the meanings set out below or as defined in Article 3 of the EU AI Act:

(a) "AI Act" means Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence.

(b) "AI System" means a machine-based system designed to operate with varying levels of autonomy and adaptiveness that infers from input data to generate outputs such as predictions, content, recommendations, or decisions.

(c) "Provider" means an entity that develops or has an AI System or General-Purpose AI Model developed and places it on the market or puts it into service under its own name or trademark.

(d) "Deployer" means an entity using an AI System under its authority in the course of a professional activity.

(e) "General-Purpose AI Model" means an AI model that displays significant generality and is capable of competently performing a wide range of distinct tasks.

(f) "Prohibited AI Practices" means any AI practices or applications listed under Article 5 of the AI Act.

2.2 Role Allocation: For the purposes of the AI Act and this Agreement:

(a) Arbitr acts as the Provider of the Arbitr Platform, its API integrations, and its native AI Verification Services.

(b) The Client acts as the Deployer of the Arbitr Platform when configuring governance rules, processing content, or integrating Arbitr into its live publishing workflows, CMS, CRM, or marketing channels.

- **3. PROHIBITED AI PRACTICES WARRANTY**

3.1 Client Warranty: The Client represents and warrants that it shall not configure the Arbitr Platform, upload Source Materials, or establish content rules intended for, or resulting in, any Prohibited AI Practices under Article 5 of the AI Act, including but not limited to:

(a) Deploying subliminal, manipulative, or deceptive techniques to impair user autonomy or cause significant harm.

(b) Exploiting vulnerabilities related to age, disability, or socio-economic status.

(c) Evaluating or classifying natural persons for social scoring.

(d) Inferring emotions of natural persons in workplace or educational settings, except for strictly medical or safety reasons.

(e) Categorizing natural persons based on biometric data to infer race, political opinions, trade union membership, religious beliefs, sex life, or sexual orientation.

3.2 Breach and Suspension: Any breach of Clause 3.1 of this Addendum constitutes a material breach of the Agreement, entitling Arbitr to immediately suspend API access and Client Portal licenses without liability.

- **4. AI LITERACY AND HUMAN OVERSIGHT (ARTICLES 4 AND 14)**

4.1 AI Literacy Commitment: Pursuant to Article 4 of the AI Act, both parties shall take reasonable measures to ensure a sufficient level of AI literacy among their personnel handling the operation and deployment of the Arbitr Platform.

4.2 Client Reviewers & Validators: The Client warrants that all Client Validators, internal staff, and human reviewers assigned to inspect, approve, or override flagged content on the Arbitr Platform possess adequate competence, training, and authority to interpret system outputs and execute appropriate human oversight.

4.3 Final Publishing Authority: Client acknowledges that human oversight measures implemented through the Arbitr Platform serve as operational assistance, and the Client maintains ultimate authority and responsibility for all live publishing decisions.

- **5. TRANSPARENCY AND SYNTHETIC CONTENT MARKING (ARTICLE 50)**

5.1 Machine-Readable Marking: To the extent that the Arbitr Platform or its AI Verification Services generate or substantially alter synthetic text, audio, or visual content, Arbitr shall ensure its technical outputs incorporate machine-readable markings or detection mechanisms in accordance with Article 50(2) of the AI Act.

5.2 Deployer Disclosure Obligations: Where the Client deploys the Arbitr Platform to generate or manipulate content that requires public disclosure under Article 50 of the AI Act (including deepfakes, automated Client interaction chatbots, or AI-generated news/public interest text without editorial review), the Client shall be solely responsible for displaying appropriate transparency notices to end users.

- **6. VALUE CHAIN COOPERATION AND HIGH-RISK AI SYSTEMS (ARTICLE 25)**

6.1 Standard Service Classification: The Arbitr Platform is provided as a content governance tool and does not inherently constitute a High-Risk AI System under Annex III of the AI Act unless explicitly designated as such in an Accepted Quote.

6.2 Downstream Integration Cooperation: If the Client integrates the Arbitr Platform or its outputs into a broader system classified as a High-Risk AI System under the AI Act, Arbitr shall, pursuant to Article 25(4) of the AI Act and upon written agreement, provide reasonable technical information, capabilities, and assistance to enable the Client's compliance, provided such assistance does not compromise Arbitr's Intellectual Property or trade secrets.

- **7. COPYRIGHT AND GENERAL-PURPOSE AI COMPLIANCE (ARTICLE 53)**

7.1 Text and Data Mining Opt-Outs: In accordance with Article 53(1)(c) of the AI Act and Article 4(3) of Directive (EU) 2019/790, Arbitr maintains documented policies ensuring that any AI model training or machine learning conducted strictly respects expressed rightsholder reservations and opt-outs regarding text and data mining.

7.2 Non-Recreatable Content: All machine learning processes conducted by Arbitr using Deliverables shall continue to ensure that raw Source Materials cannot be recreated or reverse-engineered from the trained models.

- **8. SERIOUS INCIDENT REPORTING (ARTICLE 73)**

8.1 Mutual Notification: Each party shall notify the other in writing without undue delay upon becoming aware of any serious incident involving the Arbitr Platform that results in an infringement of fundamental rights, severe harm to health and safety, or serious disruption of critical infrastructure.

8.2 Regulatory Assistance: The parties shall reasonably cooperate in investigating any reported serious incident and providing necessary documentation to competent national market surveillance authorities or the European AI Office.