ONFIDO, INC.

TRIAL AGREEMENT

This Trial Agreement (this "**Agreement**"), effective December 29, 2021 ("**Effective Date**"), is entered into by and between Onfido, Inc., a Delaware corporation with a registered address at 2140 South Dupont Highway, Camden, Delaware 19934 ("**Onfido**") and Trackon Canada Private Ltd., a Alberta corporation having offices at 4440 5 Street, Edmonton, Alberta, T6T0Z9, Canada ("**Counterparty**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**"). As contemplated in this Agreement, an "**Affiliate**" of either Party shall mean such Party and any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Party or one or more of the other Affiliates of such Party (or a combination thereof), but only for so long as such control exists. In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. **PURPOSE**

The Parties wish to explore a business opportunity of mutual interest (the "**Opportunity**"), and in connection with the Opportunity, each Party has disclosed, and may further disclose certain confidential technical and business information (in such capacity, a Party disclosing the information, the "**Discloser**") to the other Party (in such capacity, a Party receiving the information, the "**Recipient**"), that Discloser desires Recipient to treat as confidential. In addition, Counterparty will trial the machine learning and fraud monitoring and prevention identity services offered by Onfido from time to time (including the improvement and development of those services) (the "**Services**"), and as part of that trial, Counterparty will disclose to Onfido information relating to individuals whose identity is being verified by the Counterparty ("**Users**"), and Counterparty requires Onfido to ensure the protection and safeguarding of such information in accordance with the terms of this Agreement.

2. **DESCRIPTION OF THE SERVICES**

The following describes the Onfido's Services that Counterparty intends to trial and the processing of Personal Data and data collection methods, as relevant as a processor in relation to Onfido's Services.

Onfido's Services:

1.) Counterparty initiates a check/process and interacts directly with Onfido:

Counterparty Interaction Method with Onfido	Description	Personal Data Processing
Application Programming Interface (API)	The API is based on REST principles and uses standard HTTP response codes to enable Counterparty to transmit and receive data from Onfido.	Categories of Personal Data: ● Onfido User unique identifier ● Check status/outcome and related information (e.g., a Report) ● Optional data fields selected by

---

Onfido Dashboard	The Onfido Dashboard is a graphical user interface to Onfido's API.	Counterparty from those technically supported and listed in Onfido's API Documentation (for example, the User's title - Mr. Mrs., Miss) *Note - Onfido will also collect the full name, login credentials, and usage logs for Client personnel accessing the Onfido Dashboard)*

2.) Onfido collects additional information directly from Users on behalf of the Counterparty:

Data Collection Method	Description	Personal Data Processing
Applicant Form	The User enters data on an Onfido provided form.	Categories of Personal Data: ● Images and text based data (as specified in the relevant check/process) ● Email address ● Content of email sent to Users as a reminder to complete the Applicant Form ● Onfido User unique identifier (*Note - the Counterparty must have already provided Onfido with an email address so Onfido can send the Applicant Form to the User*)
SDK	The SDK provides the Counterparty with a drop-in set of user interface screens for mobile (iOS and Android) and web applications to allow the capture of identity documents and facial photographs/video for the purpose of identity verification.	Categories of Personal Data: ● Images/video and information describing the images/video (as specified in the relevant check/process) ● Telephone number (web SDK only and optional) ● Content of SMS (web SDK only and optional) ● IP address and associated city/country level location information ● Anonymised usage data
Trial App	The Counterparty provides the User's personal data via the Onfido Trial App	Categories of Personal Data ● Images/video (as specified in the relevant check/process) Special Categories of Personal Data ● None

3.) Onfido processes the following on behalf of Counterparty:

Service Name	Description of Service	Personal Data Processing
Watchlist Report	Takes the User's full name and searches the international PEPs and Sanctions lists.	Categories of Personal Data: ● Full name ● Date of birth (Counterparty optional) ● Address and post/zip code (Counterparty optional)
Proof of Address - Capture	Captures a non-ID proof of address document. UK documents only.	Categories of Personal Data: ● Full name ● Image of the proof of address document and information describing the document
Right to Work	Assesses whether or not the User has the right to work in the UK	Categories of Personal Data: ● Full name ● Date of birth ● Gender ● Nationality ● Information of the identity document and information describing the identity document ● Images of other documents and information provided by Users to demonstrate an ongoing entitlement to work in the UK

* For the purposes of Autofill, the Counterparty acknowledges that the list of supported documents will be notified from time to time, and do not currently include all of the Documents, and that in the event that a document is unsupported, Autofill will not be available.

The Counterparty agrees to require all Users to provide Onfido with full and accurate data either via an online **"Applicant Form"** or through Onfido's proprietary application programming interface (the "**API**") or SDK. To the extent Onfido obtains Personal Data (as defined below) not necessary for Onfido to provide the Services, the Counterparty instructs Onfido to delete Personal Data without further notice to the Counterparty.

All Reports provided to the Counterparty will be available on Onfido's secure, web-based dashboard (the **"Onfido Dashboard"**) and/or returned to the Counterparty via API responses. Through the Onfido Dashboard, the Counterparty may set a list of authorised personnel who are permitted to access the Reports. The list may be updated at any time on a self-service basis by the Counterparty.

To the extent that the Counterparty elects to use the Sandbox Environment (i.e. a test environment for Counterparty to simulate API requests and to test their integration with the Software), the Counterparty understands that Onfido does not review any data uploaded or transferred into the Sandbox Environment, and Counterparty agrees (i) to only use the Sandbox Environment to test Counterparty's integration with the

Software; (ii) to not upload or transfer any Personal Data into the Sandbox Environment and (iii) Onfido shall have no obligations or liability as to any data uploaded or transferred to the Sandbox Environment.

Portable/ Reusable Identity Restriction. Unless required by applicable law or otherwise consented to by Onfido, Client will not make the Services (including Reports) available to any third parties. For the avoidance of doubt, Client may not use the Services in relation to or as part of any self-sovereign, federated, distributed, portable, or reusable identity system or solution or any other identity system or solution which enables a third party to establish an independent relationship with a User due to Client's use of the Services.

Categories of Data Subjects

The Data Subjects shall include the following individuals about whom Personal Data is provided to Onfido by the Counterparty:

- Users

Duration of Processing

- Duration of the Agreement

Subject Matter, Nature, and Purpose of Processing

- To fulfill the Business Purpose

Charges and Number of Checks

The trial will be for a maximum of 50 checks, to be used within 14 days of first check submission, free of charge

Termination Date
January 12, 2022

3.   CONFIDENTIAL INFORMATION

A.   *Definition.* "**Confidential Information**" means: (i) any information (including any and all combinations of individual items of information) disclosed (directly or indirectly) by Discloser to Recipient pursuant to this Agreement that is in written, graphic, machine readable or other tangible form (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment) and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (ii) oral information disclosed (directly or indirectly) by Discloser to Recipient pursuant to this Agreement; provided that such information is designated as confidential at the time of its initial disclosure and reduced to a written summary by Discloser that is marked in a manner to indicate its confidential nature and delivered to Recipient within thirty (30) days after its initial disclosure; and (iii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information may include information of a third party that is in the possession of Discloser and is disclosed to Recipient under this Agreement.

B.   *Exceptions*. Confidential Information shall not, however, include any information that: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by Discloser to Recipient; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure by Discloser to Recipient through no wrongful action or inaction of Recipient; (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Discloser to Recipient as shown by Recipient's then-contemporaneous written files and records kept in the ordinary course of business; (iv) is obtained by Recipient from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to Discloser's Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

C.   *Compelled Disclosure*. If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Discloser prompt written notice, if legally permissible, and will use its best efforts to assist Discloser in seeking a protective order or another appropriate remedy. If Discloser waives Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

4.   **NON-USE AND NON-DISCLOSURE**

Recipient shall not use any Confidential Information of Discloser for any purpose except to evaluate and engage in discussions concerning the Opportunity. Recipient shall not disclose any Confidential Information of Discloser to third parties or to Recipient's employees, except that, subject to Section 5 below, Recipient may disclose Discloser's Confidential Information to those employees of Recipient who are required to have such information in order to evaluate or engage in discussions concerning the Opportunity. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody Discloser's Confidential Information and that are provided to Recipient under this Agreement.

5.   **MAINTENANCE OF CONFIDENTIALITY**

Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Discloser. Without limiting the foregoing, Recipient shall take at least those measures that it employs to protect its own confidential information of a similar nature and shall ensure that its employees who have access to Confidential Information of Discloser have signed a non-use and non-disclosure agreement in content at least as protective of Discloser and its Confidential Information as the provisions of this Agreement, prior to any disclosure of Discloser's Confidential Information to such employees. Recipient shall reproduce Discloser's proprietary rights notices on any such authorized copies in the same manner in which such notices were set forth in or on the original. Recipient shall promptly notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Discloser's Confidential Information of which Recipient becomes aware.

6.   **NO OBLIGATION**

Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity. Nothing in this Agreement shall be construed to restrict either Party's use or disclosure of its own Confidential Information.

7. **NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

8. **RETURN OF MATERIALS**

All documents and other tangible objects containing or representing Confidential Information that have been disclosed by Discloser to Recipient, and all copies or extracts thereof or notes derived therefrom that are in the possession of Recipient, shall be and remain the property of Discloser and shall be promptly returned to Discloser or destroyed (with proof of such destruction), each upon Discloser's written request.

9. **NO LICENSE**

Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information of Discloser except as expressly set forth in this Agreement.

10. **EXPORT RESTRICTIONS**

Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time (the "**Acts**"). The Parties shall comply with all restrictions and controls imposed by the Acts.

11. **DATA PROCESSING**

A. *Personal Data.* Counterparty will provide or make available to Onfido or assist Onfido with the collection of information relating to Users (such information provided under this Agreement is "**Personal Data**"). Such information includes but is not limited to the information described in section 2. Counterparty consents to Onfido's collection, storage, use, disclosure, and destruction of Personal Data (collectively, "**Processing**") to provide the Services, and Counterparty represents and warrants that it has taken all required steps to ensure that Onfido may lawfully obtain the Personal Data for the purpose of providing the Services in accordance with Privacy Laws (including by having obtained all necessary consents and provided all necessary notices, where required) and that the Personal Data provided is accurate, complete and provided in a form that Onfido can Process to maximise the quality of Onfido's services.

B. *Onfido Responsibilities.* Onfido will:

(i) Process Personal Data only in accordance with this Agreement;

(ii)   inform the Counterparty if, in its opinion, an instruction from the Counterparty infringes any applicable rules, laws, regulations, directives and governmental requirements currently in effect and as they become effective relating to privacy or data protection ("Privacy Laws");

(iii)   not disclose or otherwise make available any Personal Data to any third party service provider acting on Onfido's behalf without first (i) imposing contractual obligations on the third party recipient that are substantially similar to those imposed on Onfido under this Agreement related to the Processing of Personal Data; and (ii) including the third party service provider on Onfido's list of third party service providers ("**Record of Processing**") before sharing any Personal Data with that third party service provider. Onfido shall make the Record of Processing available to Counterparty, and if Counterparty objects to any third party service provider, Counterparty may terminate this Agreement. Onfido agrees to remain liable to the Counterparty for the aforementioned third party service provider's Processing of Personal Data;

(iv)   cooperate and assist Counterparty in responding to any User's request to exercise their rights of access, rectification, erasure, restriction of Processing, data portability, objection to Processing, or any other rights available to the User under Privacy Laws;

(v)   enable the Counterparty to amend, correct, or delete Personal Data unless storage of any Personal Data is required by applicable law, including Privacy Law) Personal Data within the Services;

(vi)   where requested by Counterparty and required under Privacy Laws, provide such assistance as Counterparty reasonably requires (taking into account the nature of the Processing and the information available to Onfido) for Counterparty to (i) conduct data protection impact assessments; and (ii) consult with data protection supervisory authorities;

(vii)   take measures designed to ensure the reliability of all personnel who Process Personal Data by (i) performing background checks upon such personnel (where permissible under applicable law); (ii) assigning specific and necessity-based access privileges to such personnel; (iii) ensuring that such personnel have undergone training in data protection and privacy; and (iv) ensuring that such personnel are bound by obligations of confidentiality;

(viii)   ensure that all Personal Data residing in the European Economic Area is not transferred out of the European Economic Area to data recipients in third countries which do not ensure an adequate level of data protection as determined by the European Commission or the Information Commissioner's Office, unless the parties have entered into European Commission approved Standard Contractual Clauses or other data protection safeguards in compliance with Privacy Laws; and

(ix)   provide other reasonably necessary assistance for the Counterparty to meet its compliance obligations under Privacy Laws with respect to the Service.

C.   *Security Safeguards*

(i)   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 and in accordance with a comprehensive information security policy ("**Information Security Policy**"), Onfido will establish,maintain and comply with administrative, physical, technical and organizational safeguards designed to ensure the security and confidentiality of Personal Data and to prevent the unauthorised disclosure of, or access to, Personal Data.

(ii)   Onfido's Information Security Policy will: (i) implement back-up and disaster recovery systems; (ii) continuously assess risks to the security of Personal Data by (1) assessing the likelihood and potential damage of such risks, taking into account the sensitivity and risk of the Personal Data, (2) identifying internal and external threats that could result in a Security Breach, and (3) conducting penetration testing; and (iv) take appropriate steps to protect against such risks.

D.   *Security Breach.* In the event Onfido confirms any breach of security involving its facilities, networks or systems and any unauthorised disclosure of, or access to, Personal Data (each, a "Security Breach"), Onfido will (i) promptly notify the Counterparty of the Security Breach; and (ii) provide all reasonable help for the Counterparty to investigate and remedy the Security Breach.

E.   *Destruction of Personal Data.* Unless required by applicable law, Onfido will cease processing and delete Personal Data from its production environment upon the earlier of (i) instruction from Counterparty within the Services; or (ii) a reasonable period of time after the termination or expiration of this Agreement. All other Personal Data processed by Onfido (including Personal Data processed for backup and logging purposes) or on behalf of Onfido (including Personal Data processed by third parties) is deleted in accordance with Onfido's Records of Processing.

12.   LIMITATION OF LIABILITY

A.   This section 12 sets out the entire financial liability of either party (including any liability for the acts or omissions of either party's employees, agents and sub-contractor) in respect of: (a) any breach of this Agreement; and (b) any use made by the Counterparty of the Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with the Agreement.

B.   Nothing in this Agreement limits or excludes either party's liability: (a) for death or personal injury resulting from negligence; (b) for fraud or fraudulent misrepresentation; or (c) for wilful misconduct.

C.   Subject to sections 12.A and 12.B, neither party will be liable under or in connection with this Agreement for any: (a) loss of profit; (b) loss of anticipated savings; (c) loss of business opportunity; (d) loss of or corruption of data; (e) loss of reputation or goodwill; or (f) special, indirect or consequential losses; suffered or incurred by the other party (whether or not such losses were within the contemplation of the parties at the date of this Agreement). Onfido will not be liable for loss suffered by the Counterparty to the extent Onfido cannot independently substantiate a claim due to the fact that the Counterparty has instructed Onfido to delete the underlying Personal Data.

D.   Either party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement will be limited to 10,000 USD.

E.   Subject to section 12.C, the Counterparty assumes sole responsibility for conclusions drawn from use of the Services.

13.   TERM

This Agreement will automatically terminate on the Termination Date specified above, unless terminated earlier by either party upon 30 days prior written notice to the other party. Irrespective of any termination of this Agreement, the obligations of Recipient under this Agreement shall survive, with respect to any particular Confidential Information of Discloser, until five (5) years from the Effective Date; except

with respect to Confidential Information of the Discloser that constitutes a trade secret under applicable law, in which case such obligations of Recipient shall continue until such Confidential Information becomes publicly known or made generally available through no action or inaction of the Recipient.

14.   **REMEDIES**

Recipient agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief in addition to all legal remedies.

15.   **FEEDBACK**

Any ideas, suggestions, guidance or other information disclosed by Recipient related to Discloser's Confidential Information and any intellectual property rights relating to the foregoing shall be collectively deemed "**Feedback**." Recipient agrees to grant and hereby grants to Discloser a nonexclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction.

16.   **MISCELLANEOUS**

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement without consent: (i) in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; or (ii) to an Affiliate; provided, in each case, that the assigning Party provides prompt written notice to the other Party of any such permitted assignment. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement will be interpreted and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind such Party thereto. This Agreement contains the entire agreement between the Parties with respect to the Opportunity and supersedes all prior written and oral agreements between the Parties regarding the Opportunity. Recipient shall not have any obligation, express or implied by law, with respect to trade secret or proprietary information of Discloser disclosed under this Agreement except as set forth herein. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals.
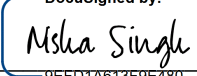
17.   **DISPUTES**

All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state courts located in New York County, New York and the federal courts located in the Southern District of New York, and each Party hereby consents to the personal jurisdiction thereof.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

SIGNATURES

_____

Signed for and on behalf of **Onfido, Inc.**

Signature: Print Name:

DocuSigned by:

Nisha Singh   Nisha Singh
_____9EFD1A613F9E480..._____   _____

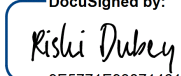Title: Date:

VP of Sales   12/29/2021
_____   _____

Signed for and on behalf of **the Counterparty**

Signature: Print Name:

DocuSigned by:

Rishi Dubey   Rishi Dubey
_____9E5771E93871461..._____   _____

Title: Date:

Operations Manager   12/29/2021
_____   _____