obsidian

Terms & Conditions Annex

Client Agreement for access to Sumsub

OBSIDIAN TECHNOLOGIES LIMITED



October 2026

Company number 16326982

Introduction

Obsidian Technologies Limited ("Obsidian") provides access to identity verification, fraud prevention, and AML/CFT compliance services under a Service & Reseller Partnership Agreement with Sum and Substance Ltd ("Sumsub").

Under that Agreement, Obsidian is required to provide the following Flow-Down Terms (the "Terms & Conditions Annex") to each client it provides access to Sumsub to. Defined terms within the Flow-Down Terms have been included here for reference.

Defined Terms

TERM	DEFINITION
Agreement	The Service & Reseller Partnership Agreement between Sum and Substance Ltd (trading as Sumsub) and Obsidian Technologies Limited, dated 31 March 2026.
Applicant	The end user (whether a natural person or legal entity) providing documents, images, and other input data in respect of which the Service Provider performs Checks and other Services.
Business Purpose	The permitted purpose for which the System and Services may be used: client due diligence, fraud prevention, and risk management. It does not include determining an Applicant's eligibility for credit, insurance, employment, or a government licence/benefit, nor personal, family or household use. Any usage beyond or incompatible with the Business Purpose is prohibited.
Confidential Information	Information disclosed by (or on behalf of) one party (the "Discloser") to the other party (the "Recipient") in connection with or in anticipation of the relevant agreement (including its content) that is marked as confidential or, from its nature, content, or the circumstances of disclosure, might reasonably be supposed to be confidential. It excludes information the Recipient already knew before disclosure, that becomes public through no fault of the Recipient, that the Recipient developed independently, that was lawfully given to the Recipient by a third party, or that the Discloser has approved in writing for further redistribution (to the extent of that approval), provided each of these is supported by written evidence. In these Flow-Down Terms, this refers specifically to the Service Provider's Confidential Information as made available to the Partner's Client.
Dashboard	The interactive software tool forming part of the System (see "System" below) through which the Service Provider and the Partner submit and manage requests.
Intellectual Property Rights	All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets), and any other intellectual property rights, whether registered or unregistered, including all applications, renewals and extensions, and all similar or equivalent rights anywhere in the world.

TERM	DEFINITION
Partner	Obsidian Technologies Limited, incorporated and registered in the United Kingdom (company number 16326982): the reseller under the Agreement, and the party entering into the Client Agreement with you.
Partner's Client(s)	The legal entity or entities receiving products or services directly from the Partner and to whom the Partner redistributes the Services, i.e. the client entering into this Terms & Conditions Annex with Obsidian Technologies Limited.
Report(s)	A document generated by the Partner containing summaries of the Checks (and, in certain instances, other Services) performed in respect of an Applicant and their results.
Restricted Country	Any comprehensively restricted, sanctioned, or embargoed country or territory, including without limitation North Korea, Iran, Russia, Belarus, and occupied territories of Ukraine.
Service Provider	Sum and Substance Ltd, trading as Sumsub, incorporated and registered in England (company number 09688671), registered office at 30 St. Mary Axe, London, England, EC3A 8BF: the provider of the System and the Services.
Services	The Service Provider's due diligence, fraud prevention, and risk management services, as may be described in more detail in the Specification, delivered via access to the System.
System	The set of computer programs and databases operated by the Service Provider to render the Services. The System includes an interactive software tool facilitating communication between the Service Provider and Third-Party Systems and managing requests submitted by the Partner, a Partner's Client, or an Applicant (the "Dashboard").
Terms & Conditions Annex	The direct agreement entered into between the Partner and a Partner's Client for the redistribution of the Services to that Partner's Client.

Flow-Down Terms

1. Data security

1.1 Partner's Clients shall not permit, enable, or provide access to the System to anyone except the persons directly authorised by the respective Partner's Client to operate its key in the Dashboard (such authorisation to be communicated to the Partner in advance). Any activities carried out in the Dashboard with the use of credentials previously issued for or created by a Partner's Client shall be attributed to the respective Partner's Client; the Service Provider shall be in no way liable for the consequences of unauthorised third parties gaining access to such credentials through no fault of the Service Provider.

2. Confidentiality

2.1 Partner's Clients shall: (i) maintain all Confidential Information regarding the Service Provider in strict and absolute secrecy and refrain from any publication, communication, or any other disclosure of such Confidential Information, in whole or in part, to any third party whatsoever; (ii) take all necessary precautions to keep such Confidential Information secure and apply the same security measures and degree of care to such Confidential Information as the Partner's Client applies to its own confidential information; and (iii) immediately inform the Partner of any damage to or accidental loss of such Confidential Information, including transfer to or use by unauthorised persons.

2.2 Partner's Clients shall not: (i) use the Service Provider's Confidential Information in order to build a product or service which competes with the Services; (ii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of such Confidential Information (as applicable) in any form or media or by any means to any individual or entity; or (iii) reverse engineer, decompile or disassemble such Confidential Information.

2.3 Partner's Clients shall not be prevented from disclosing the Service Provider's Confidential Information to members of personnel or professional advisors who need to know it and who have agreed in writing to confidentiality obligations no less restrictive than those contained herein. Each Partner's Client shall ensure that any such persons: (i) use such Confidential Information only for the purposes of the respective Client Agreement; and (ii) keep such Confidential Information secret and secure.

2.4 In the event that a Partner's Client is required pursuant to any applicable law or regulation or by legal process to disclose any Confidential Information of the Service Provider, the Partner's Client shall (i) give the Service Provider prompt notice of such request or legal process via the Partner if permitted by law; and (ii) disclose only that portion of Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment.

2.5 If so requested by the Service Provider at any time by written notice to the Partner's Client, the Partner's Client shall promptly: (i) destroy or return to the Service Provider all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on the Confidential Information; (ii) erase all Confidential Information from its computer and communications systems, devices and other means of electronic storage; and (iii) certify in writing to the Service Provider that it has complied with the requirements of this clause 2.5.

3. Intellectual property rights

3.1 Each Partner's Client shall acknowledge and agree that all Intellectual Property Rights in the System and the Services belong to the Service Provider or its licensors (as the case may be) and the Partner's Client shall have no rights to or interest in the System and/or Services other than those legally sublicensed from the Partner as per the Agreement and the respective Client Agreement. The Partner's Client undertakes, during the term of the respective Client Agreement and at any time thereafter, not to challenge the Intellectual Property Rights of the Service Provider or its licensors, nor to assist any third party directly or indirectly to do so.

3.2 Partner's Clients are not permitted to: (i) modify, adapt, translate, process, reverse engineer, rearrange or otherwise rework or make derivative works of any elements of the System, or reproduce the results achieved from any of these acts; or (ii) combine or integrate any part or element of the System / Services with any software, technology, services, or materials except for the purposes of the respective Client Agreement; or (iii) use the System / Services in any way that misappropriates or otherwise infringes on any Intellectual Property Rights of the Service Provider or any other party.

3.3 Partner's Clients may not remove any proprietary notices or trademarks from any part of the System / Services / any other materials as may be supplied by the Service Provider.

3.4 Partner's Clients may not disclose the results of any benchmark testing, technical results or other performance data relating to use of the System or the Services.

3.5 Any Partner's Client may download, view, copy and distribute Reports for the Business Purpose only and agrees that Reports may not be sold, transferred, commercially exploited or otherwise made available to, or used for the benefit of, any third party other than the respective Partner's Client.

4. No reselling

4.1 Partner's Clients are not allowed to (i) resell, sublicense, redistribute, or otherwise make the System and/or the Services (or any materials or results derived therefrom) available to any third party or (ii) knowingly permit any third party to do so without the Service Provider's prior written consent (except for when it is obliged to do so under applicable laws or regulations or a lawful request by a competent government authority).

5. Acceptable use

5.1 Without prejudice to any of the foregoing, Partner's Clients may not use the System / Services: (i) in a way that discriminates against any Applicant or causes damage or injury to any person or property or is otherwise in violation of or incompatible with any applicable law or regulation; (ii) for purposes beyond the Business Purpose; or (iii) in a way that interferes with or compromises the integrity or security thereof.

6. Suspension and termination of access

6.1 Partner's Clients acknowledge and agree that the Service Provider reserves the right to temporarily suspend and/or terminate their access to the System and/or the Services with immediate effect at its own discretion without liability of any kind in such cases as may be set out in the Agreement.

7. Warranties and representations

7.1 Each Partner's Client warrants and represents that: (a) it is duly incorporated, organised and validly existing under the applicable law; (b) it has good and sufficient capacity, power, authority and right to enter into, execute and deliver the respective Client Agreement, to complete the transactions contemplated thereby and to duly observe and perform the covenants and obligations contained therein; (c) all necessary corporate action has been taken by it to authorise and approve the execution and delivery of the respective Client Agreement, the completion of the transactions contemplated thereby and the observance and performance of the covenants and obligations contained therein; and (d) it is not incorporated in or otherwise resident in any Restricted Country and the same is true for (i) its ultimate beneficial owners and senior executives, (ii) its affiliates, and (iii) its affiliates' senior executives.

7.2 **NO WARRANTY.** No conditions, warranties or other terms apply to the System or any Services supplied by the Service Provider under its agreement with the Partner other than the conditions, warranties and terms expressly set forth therein. The Service Provider provides the System and any and all Services on an “as-is” basis and hereby disclaims any implied warranties whether arising under law, through course of dealing, or otherwise, (including any implied warranties of non-infringement, title, satisfactory quality, fitness for purpose, merchantability or conformance with description). In addition, the Service Provider does not warrant or enter into any other term to the effect that any technology provided in connection with its agreement with the Partner will be entirely free from defects or that its operation will be entirely error-free. The System and the Services are not intended to be used as the sole basis for any business decision (including where those business decisions concern an Applicant). The Partner’s Clients agree that the Service Provider has no liability for any inaccuracy, incompleteness or other error in the Services which arises as a result of data provided by the Partner or Partner’s Clients or any third party, including cases where the provision of a Service may be limited, suspended or discontinued due to a deficiency and/or unavailability of data submitted by an external third-party source the Service Provider may engage to provide the relevant Service.

8. Indemnification

8.1 Any Partner’s Client shall indemnify, defend, and hold harmless the Partner (including its affiliates) against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon the Partner or its affiliate in connection with a breach of the respective Client Agreement by that Partner’s Client.