

# kleene

## COMPLIANCE POLICY

This Compliance Policy applies with respect to all customer contracts that we may enter into from time to time.

For provisions relating to data protection compliance, please see our privacy policy and DPA.

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|---------------------------------------|--|---|
| <b>Subscription T&amp;Cs</b>          | Terms and conditions for kleene's cloud-based software subscription services | <a href="https://kleene.ai/legal/">https://kleene.ai/legal/</a> |
| <b>Professional Services T&amp;Cs</b> | Terms and conditions for kleene's professional services                      | <a href="https://kleene.ai/legal/">https://kleene.ai/legal/</a> |
| <b>DPA</b>                            | Data processing addendum for GDPR compliance                                 | <a href="https://kleene.ai/legal/">https://kleene.ai/legal/</a> |

### 1. Definitions

#### 1.1 In this Compliance Policy:

**"Affiliate"** means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

**"Anti-Corruption Laws"** means all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010);

**"Anti-Slavery Laws"** means all applicable anti-slavery and anti-human trafficking laws (including the Modern Slavery Act 2015);

**"Anti-Tax Evasion Laws"** means all applicable anti-tax evasion laws (including the Criminal Finances Act 2017);

**"Control"** means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly);

**"Customer"** means the person, natural or legal, identified as such in each applicable Customer Agreement;

**"Customer Agreement"** means any contract between kleene and the Customer for the supply of services by kleene to the Customer;

**"Data Protection Laws"** means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

**"Export Laws"** means all applicable laws restricting and/or regulating:

- (a) the inter-jurisdictional import, export, supply, disclosure, transfer or transmission of goods, services, software, technology, technical know-how, data and/or information; and/or
- (b) the import, export, supply, disclosure, transfer or transmission of goods, services, software, technology, technical know-how, data and/or information to designated entities or persons, or to designated classes of entities or persons;

**"kleene"** means Minoro Ltd (trading as kleene and kleene.ai), a company incorporated in England and Wales (registration number 10657177) having its registered office at 11 Bracken Place Bracken Place, Bedford, United Kingdom, MK41 0TG;

**"Policy"** means this policy as it may be updated by kleene in accordance with Clause 8; and

**"Services"** means any services that kleene provides to the Customer, or has an obligation to provide to the Customer, under any Customer Agreement.

## **2. Compliance with applicable laws**

- 2.1 kleene shall comply with all applicable laws in relation to the provision of the Services, the performance of its other obligations under any Customer Agreement, and the exercise of its rights under any Customer Agreement.
- 2.2 The Customer shall comply with all applicable laws in relation to the receipt of the Services, the performance of other obligations under any Customer Agreement, and the exercise of its rights under any Customer Agreement.
- 3.3 The following provisions of this Policy are without prejudice to the general obligations set out in this Clause 3.

## **3. Anti-corruption**

- 3.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws in relation to each Customer Agreement.
- 3.2 Save to the extent that applicable law requires otherwise, each party must promptly notify the other if it becomes aware of any events or circumstances relating to any Customer Agreement that will or may constitute a breach of the Anti-Corruption Laws (irrespective of the identity of the person in breach).
- 3.3 kleene shall use all reasonable endeavours to ensure that all persons that:
  - (a) provide services to kleene (including employees, agents and subsidiaries of kleene); and
  - (b) are involved in the performance of the obligations of kleene under the Agreement,

will comply with the Anti-Corruption Laws.

- 3.4 Each party shall create and maintain proper books and records of all payments and other material benefits given by one party to the other; and each party shall, promptly following receipt of a written request from the other party, supply copies of the relevant parts of those books and records to the other party.
- 3.5 Nothing in this Policy or any Customer Agreement shall prevent either party from reporting a breach of the Anti-Corruption Laws to the relevant governmental authorities.

#### **4. Anti-slavery**

- 4.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Slavery Laws.
- 4.2 kleene shall ensure that all persons that provide services or supply products to kleene, where such services or products are used in the performance of the obligations of kleene under any Customer Agreement, will comply with the Anti-Slavery Laws.

#### **5. Anti-tax evasion**

- 5.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Tax Evasion Laws.
- 5.2 kleene shall ensure that all employees, agents and persons that provide services to kleene, when acting in such capacity in connection with any Customer Agreement, will comply with the Anti-Tax Evasion Laws.

#### **6. Export control**

- 6.1 kleene must comply with the Export Laws insofar as they affect supplies of materials and information from kleene to the Customer
- 6.2 The Customer must comply with the Export Laws insofar as they affect materials and information supplied to the Customer under any Customer Agreement.
- 6.3 Without prejudice to the generality of Clause 6.2, the Customer:
  - (a) must not import, export, supply, disclose, transfer or transmit any materials or information supplied to the Customer under any Customer Agreement if such import, export, supply, disclosure, transfer or transmission would contravene any embargo or exclusion list applying under the Export Laws; and
  - (b) must, where applicable, obtain all licences and consents required under the Export Laws for any import, export, supply, disclosure, transfer or transmission by or on behalf of the Customer of materials or information supplied to the Customer under any Customer Agreement.

#### **7. Affiliates**

7.1 If any Affiliate of the Customer receives or is entitled to receive Services, then this Policy shall apply to that Affiliate as it applies to the Customer, and the Customer must ensure that that Affiliate complies with this Policy.

## **8. Variation**

8.1 This Policy may not be varied except as follows:

- (a) to the extent reasonably necessary to ensure that the parties and this Policy comply with applicable laws, by giving to the Customer at least 30 days' prior written notice of the variation;
- (b) in accordance with the provisions of the Subscription T&Cs and/or Professional Services T&Cs as applicable between the parties; or
- (c) by means of a written document signed by or on behalf of each party.