

## FREE TRIAL TERMS OF USE:

MARCH 2026

The Supplier, **Mintec Limited (trading as "Expansa")** (company number 02138301), a UK limited company, (unless an alternative entity is identified on an Order Form) (the "**Supplier**") is a provider of certain data and associated services. The "**Customer**" (as identified on a Free Trial Form or Order Form, as applicable) agrees to use and evaluate the Services on a free trial basis (defined below) on the terms and conditions set out herein.

### 1. INTERPRETATION

1.1 The following expressions shall have the following meanings:

**Affiliate:** any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party; and Control means for these purposes control of greater than 50% of the voting rights or equity interests of a party.

**Applicable Data Protection Laws:** all applicable data privacy, data security and/or data protection laws or regulations, standards imposed by any governmental or regulatory authority to the extent those laws and regulations apply to the Processing of Personal Data in connection with these terms.

**Applicable Law:** all applicable regional, national and international laws, rules and regulations and government orders, including but not limited to anti-bribery, anti-trust, anti-corruption, anti-money laundering, sanctions, and international trade laws and regulations and Applicable Data Protection Laws.

**Authentication Credentials:** account usernames and passwords and other credentials used to permit Authorised Users access to the Services.

**Authorised Affiliate:** an Affiliate of the Customer identified and listed on an Order Form.

**Authorised User:** an individual employee or officer of the Customer or an Authorised Affiliate.

**Content:** any data, information and content made available by the Supplier through the Services, including (i) content owned by a third party made available by the Supplier through the Services; (ii) proprietary content of the Supplier or its Affiliates; and (iii) API and API Content.

**Customer Data:** any data or content uploaded by the Customer to the Services (if any).

**Customer Personal Data:** any personal data of the Customer or its employees or consultants which the Supplier or its sub-processors process in connection with these terms, in the capacity of a processor.

**Free Trial Form:** the online form provided by Supplier for signing up for a free trial at <https://www.expanamarkets.com>.

**Order Form:** an executed ordering document, or the submitted and accepted Free Trial Form.

**Services:** the services (including the provision of Content) provided by the Supplier to the Customer via its SaaS platform(s), API connection(s), or any other notified website, medium, or platform, as specified on an Order Form.

**Trading Venue:** a regulated market, multilateral trading facility, or organised trading facility, including any entity classified as a "Trading Venue" under the UK or EU Benchmarks Regulations or similar or equivalent in any other jurisdiction.

**Trial Term:** the period of time during which the Customer may access the Services on a trial basis as specified on an Order Form, Free Trial Form, or as otherwise determined by the Supplier in its sole discretion (acting reasonably).

1.1 References to statutory provisions include any future modifications or re-enactments, provided these do not substantively change the provision after the Order Form is executed.

1.2 The terms "other," "including," and "in particular" are illustrative and should not limit or restrict preceding language when a broader meaning applies.

### 2. SCOPE

2.1 By (i) executing an Order Form, (ii) accepting these terms, or (iii) by utilising the products and services provided by the Supplier or its Affiliates (whichever is the earlier), a contract shall be formed between the parties and Customer and Supplier each expressly object to any different or additional terms set forth in any purchase order, acceptance, vendor portal, code of conduct, or other ordering documentation.

2.2 The Supplier makes Services available to the Customer on a free trial basis for the Trial Term. Throughout the Trial Term the Customer's use and access of the Services and Customer Data shall be governed by these terms as may be amended from time to time.

2.3 The Customer agrees that all Customer Data will be deleted by the Supplier at the end of the Trial Term in accordance with clause 10.2(d), unless the Customer purchases a paid version of the applicable Services covering the same datasets. The Customer is solely responsible for exporting any Customer Data before the end of the Trial Term or such Customer Data may be permanently lost.

2.4 The Customer agrees that the Services and Content are provided "as-is" and "as available" and without any warranty of any kind. The Customer further acknowledges and agrees that the Services and Content are for informational purposes only and are open to interpretation and typographical error and not intended to be advisory in any capacity (including investment or financial advice) and should not be relied on by the Customer when making financial, operational, or investment decisions. The Customer assumes sole responsibility for actions taken, results obtained and conclusions drawn from its use of the Services or Content. The Supplier shall not be liable to the Customer or its Affiliates or any third party in relation to any errors, omissions or inaccuracies in the Services or Content. No exclusivity is granted in respect of the Services or Content.

2.5 Certain features of the Services may use generative AI tools ("**AI Products**"). The Customer retains all rights to its inputs to the AI Products. The Customer acknowledges that: (i) it is solely responsible for use of and reliance on any AI-generated outputs; (ii) the AI Products do not constitute legal or financial advice; (iii) AI-generated information may be inaccurate; and (iv) AI features are not a substitute for human oversight. The Supplier does not warrant that AI outputs will be accurate, complete, or fit for a particular purpose, and may discontinue AI Products at its discretion.

### 3. THE SUPPLIER'S RESPONSIBILITIES

The Supplier shall make the Services or Content available to the Customer and Authorised Affiliates (if applicable) on a limited, non-exclusive, non-transferable, revocable basis during the Trial Term. The Supplier shall be entitled to change the Services and Content during the Trial Term at any time in its sole discretion.

### 4. SERVICES, CONTENT AND CUSTOMER CONTENT

#### Authorised Users

4.1 The Services and Content are provided for trial use only and may be used solely by Authorised Users for internal use only, where "internal use" means accessing, viewing or displaying the Content during the Trial Term for the Customer's internal evaluation purposes only. Authorised Users are expressly prohibited from sharing Content or Services (as applicable) with third parties who are not Authorised Users. Breach of this clause 4.1 is a material breach.

#### Customer obligations and restrictions

4.2 The Customer shall: (i) comply with all applicable laws and regulations with respect to its activities under these terms; (ii) obtain, maintain, and be solely responsible for all necessary licenses and consents required for Customer's creation and use of Customer Data; (iii) be solely responsible for procuring and maintaining its network connections and telecommunications links to access the Services; (iv) not attempt to reverse engineer, copy, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Services, API, or Content.

4.3 The Customer agrees and undertakes that during the Trial Term:

- (a) it will ensure that only Authorised Users access and use the Services and Content in accordance with these terms and the Customer shall be responsible for any Authorised User's breach of these terms;
  - (b) it will prevent any unauthorised access to, or use of, the Services, API, Content and notify the Supplier promptly of any unauthorised access or use;
  - (c) it will not allow or suffer any Authentication Credentials to be shared or used by more than one individual;
  - (d) it shall not access the Services or Content for the purpose of building a competitive product or service or copying their features or user interface;
  - (e) it shall not use the Services or Content in the preparation, creation and/or trading of financial instruments or products (including but not limited to: OTC or derivative products, other traded financial instruments or products or otherwise) without the Supplier's express prior written consent in its absolute discretion;
  - (f) it shall not permit access to the Services or Content by any entity or person that the Supplier deems acting reasonably to be its competitor;
  - (g) it shall permit the Supplier to monitor the Customer's use of the Services, Content or Authentication Credentials using technical and other means within the Supplier platforms;
  - (h) it shall not introduce into the Services any virus or other code or routine intended to disrupt or damage the Services or Content, or collect information about the Services or its users;
  - (i) it shall not access, store, upload, distribute or transmit any material during its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, or is otherwise illegal or causes damage or injury to any person or property;
  - (j) it shall not access or use the Services by means of any interfacing program, script, automated program, electronic agent or "bot", or upload any of the Content into third-party or other online services, except as authorized in writing by Supplier;
  - (k) it shall not allow the Services and/or Content to be used by, in conjunction with, to train, or otherwise utilised by, connected to or accessed by any artificial intelligence, neural network or large language model tool, software, service or platform;
  - (l) it shall not permit the Services or Content to be used for the provision of personalised or tailored financial or investment advice to third parties, or rely on the Services or Content for making investment decisions;
  - (m) it shall not commercially exploit, sell, license or distribute any Content;
  - (n) it shall comply with all applicable antitrust and competition laws and shall not use any Supplier or Supplier Affiliate event, meeting, materials, Services or Content to violate any applicable antitrust or competition law.
- 4.4 Content includes third-party content licensed by the Supplier ("**Third Party Content**"). All Content (including but not limited to Third Party Content) is subject to change, modification or removal at any time. Certain Third Party Content is made available subject to additional third-party terms published at <https://www.expanamarkets.com/third-parties/> ("**Third Party Terms**"), which are binding on the Customer as a condition of access. If the Customer does not agree to any Third Party Terms, it shall immediately cease use of the relevant Third Party Content. The Supplier makes no representation or commitment and shall have no liability or obligation in relation to the Customer's use of the Content.

## 5. DATA DIRECT (API)

***This clause 5 applies only where Data Direct (API) access is specified on an Order Form.***

Where included in an Order Form, the Customer may access relevant Content via the Supplier's Data Direct API ("**API Content**"). Access is subject to the call limits set out in the applicable API tier on the Order Form. Certain API Content may not be available via API due to third-party licensing restrictions. The Customer shall not (and shall ensure Authorised Users do not): (a) exceed any applicable API call limits; (b) remove proprietary notices from the API or API Content; (c) use the API, including in any application(s) developed to interact with the API ("**Application**") to replicate the Supplier's Services or user experience; (d) conceal the identity of the Customer or Application when making API calls; (e) design or allow the Application(s) to disable, override, or otherwise interfere with Supplier communications, consent screens, user settings, alerts, warning or similar features; (f) sub-licence, resell or commercially exploit the API or API Content; (g) pass or allow access to the API or API Content to any third party; (h) use the API or API Content to develop a competing product or service; or (i) disseminate any API key provided to the Customer to any third party.

## 6. INTELLECTUAL PROPERTY RIGHTS

The parties agree and acknowledge that except as expressly specified herein all intellectual property rights belonging to a party prior to the execution of the terms or created by the parties regardless of the terms shall remain vested in that party. The Customer acknowledges and agrees that all intellectual property rights in the Services, API, and Content shall belong to and vest in the Supplier and its licensors. The Customer shall not license, sub-license, transfer or assign or grant any other rights or licenses to any intellectual property rights in the Services, API, and/or Content.

## 7. CONFIDENTIALITY & DATA PROTECTION

7.1 The mutual Non-Disclosure Agreement ("**NDA**") executed between the parties shall apply to the Services and supplement these terms. In the event that no NDA has been executed between the parties, the provisions of clauses 7.1 and 7.2 shall apply.

7.2 "**Confidential Information**" means any and all information or data, in whatever form or storage medium, tangible or intangible, directly or indirectly disclosed before or after the effective date of an Order Form by or on behalf of a disclosing party ("**Disclosing Party**") to a receiving party ("**Receiving Party**") in writing, orally, through visual means, or by the Receiving Party's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or after the effective date of an Order Form, owned or controlled by the Disclosing Party. Confidential Information shall include the Customer Data, Content, API, fees, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (b) was lawfully known to Receiving Party prior to its disclosure by Disclosing Party; (c) was independently and lawfully developed by Receiving Party; or (d) is received from a third party without breach of any obligation owed to Disclosing Party.

7.3 Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law, or any legal or regulatory authority, any Confidential Information concerning the other party (or of any member of the group of companies to which the other party belongs) and each of the parties shall use all reasonable endeavours to prevent the publication, disclosure or misuse of any Confidential Information. Each party agrees to take measures to protect the Confidential Information of the other party from unauthorised disclosure using the same degree of care as it takes to preserve its own confidential information (but in any event no less than a reasonable degree of care). Each party agrees that it will use the other party's Confidential Information only in connection with the purposes contemplated in these terms.

7.4 Supplier will process the Customer Personal Data as a "**processor**" (as defined in Applicable Data Protection Laws) on behalf of the Customer in compliance with Applicable Data Protection Laws and the DPA available at <https://www.expanamarkets.com/personal-data-processing->

terms/. Both parties will comply with Applicable Data Protection Laws and all applicable requirements of the DPA.

## 8. WARRANTIES

THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES AND CONTENT. THE SUPPLIER MAKES NO WARRANTY THAT: (A) THE SERVICES OR CONTENT WILL MEET CUSTOMER'S REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE SERVICES OR ANY CONTENT WILL BE ACCURATE OR RELIABLE; OR (D) THE CONTENT WILL MEET CUSTOMER'S EXPECTATIONS. THE CONTENT SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL, TECHNICAL, OPERATIONAL, OR FINANCIAL DECISIONS AND CUSTOMER SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO CUSTOMER'S SITUATION. ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED IS USED AT CUSTOMER'S OWN DISCRETION AND RISK.

## 9. LIMITATION OF LIABILITY

- 9.1 NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR: (A) INTENTIONAL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (C) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR IT TO EXCLUDE LIABILITY.
- 9.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS (DIRECT OR INDIRECT), LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOST REVENUE, ANY PURE ECONOMIC LOSS, LOSS OF ANTICIPATED SAVINGS AND/OR WASTED EXPENDITURE (INCLUDING MANAGEMENT TIME), ANY LOSS OR LIABILITY (WHETHER DIRECT OR INDIRECT) UNDER OR IN RELATION TO ANY OTHER CONTRACT, OR LOSS OF DATA OR USE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, CONTENT OR AN ORDER FORM, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 9.3 Subject to clauses **Error! Reference source not found.** and 9.1, the Supplier's maximum total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these terms shall be limited to £100.

## 10. TERM AND TERMINATION

- 10.1 Either party may end the Trial Term at will on 1 days' prior written notice without liability to the other or to its Affiliates.
- 10.2 Upon termination (or expiry) of the Trial Term:
- all rights to use the Content and Services granted under the terms shall immediately terminate;
  - the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession;
  - subject as otherwise provided herein and to any rights, obligations or liabilities which have accrued prior to termination, neither party shall have any further obligation to the other under these terms;
  - immediately, and in any event within 10 days of expiry or termination, the Customer shall delete all Content, including downloads, portions of raw data Content in its possession or under its control
  - the provisions of clauses 6, 7, 8, 9, 11, 12 and any other

provisions contained herein which by their nature or effect are required or intended to be observed after termination or expiration of the Trial Term will survive the termination or expiration and remain binding.

## 11. NOTICES, DISPUTES, GOVERNING LAW AND JURISDICTION

- 11.1 Any notice given under these terms shall be in writing and shall be: in the case of the Supplier, delivered by email to [legal@expanamarkets.com](mailto:legal@expanamarkets.com), or in the case of the Customer, sent to any email address of the Customer held on file by the Supplier. The notice shall be deemed to have been delivered at the time of sending (provided always that no "out of office" or error or server rejection notice is received by the sender).
- 11.2 These terms and any disputes arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be solely governed by and construed in accordance with the laws of England & Wales. Each party irrevocably agrees that the courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).

## 12. GENERAL PROVISIONS

- 12.1 The terms are not intended to convey a benefit on any person not a party to them and no third party shall have any rights to enforce any of these terms.
- 12.2 If there is any conflict between these terms or an Order Form, the provisions of these terms shall apply. These terms (together with any NDA and the DPA) constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, understandings, and discussions (whether written or oral) between the parties.
- 12.3 Any variation or amendment of these terms must be in writing and signed by an authorised representative of both parties.
- 12.4 No failure or delay by a party to exercise any right under these terms or by law shall constitute a waiver of that or any right, nor it preclude or restrict the further exercise of that or any other right or remedy. Except as otherwise provided in these terms, the rights and remedies provided under these terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.5 Nothing contained herein is intended to or shall operate to create a partnership or joint venture of any kind between the parties and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other.
- 12.6 If any provision of these terms is held or made invalid by a court decision, statute or rules, or shall otherwise be rendered invalid, the remainder of these terms shall continue to operate.
- 12.7 Neither party shall export, directly or indirectly, any data, software, products, Content or otherwise acquired from the other party under these terms in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 12.8 Each party shall comply with all Applicable Law and each party represents and warrants to the other that each is not a subject of sanctions imposed by the US Department of the Treasury, the EU, or the UK ("**Sanctions**"), is not owned or controlled by any person or entity subject to Sanctions; is not located or organised in or owned or controlled by persons or entities in a jurisdiction subject to Sanctions; and will not transfer, provide access, or use the Services or Content: to or for the benefit of any Specially Designated National (as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control), to or in any jurisdiction subject to Sanctions, or to any other party if such transfer, access, or would constitute a violation of Sanctions.