

B3i Evaluation License Agreement

This Evaluation License Agreement ("**Agreement**") sets forth the terms and conditions between Participant (as defined and indicated in the online onboarding form) and B3i Services AG, Kreuzstrasse 26, CH-8008 Zurich, for testing and evaluating B3i's application for reinsurance trading named *B3i Re* ("**B3i Application**").

1. Rights of Use and Limitations

For the Term (as defined in section 8(a) below) of this Agreement and for testing and evaluating the B3i Application only, Participant is granted a limited, worldwide, non-exclusive, non-transferable and royalty-free right to use (i) B3i's test network through a node run by B3i ("**Node**") and (ii) the B3i Application. Participant is, in particular, not allowed to use the B3i test network and/or the B3i Application for any real-life business transaction.

2. Responsibilities of Participant

- a) Participant shall be responsible to secure all hardware, software, network connections, telecommunication links and other equipment necessary to connect its IT systems to the Node.
- b) Participant will not introduce any harmful code and/or the like in or to the B3i test network and/or the B3i Application.
- c) Participant shall take all steps necessary to ensure that no third party shall have unauthorized access to the B3i test network and/or the B3i Application.

3. No Fees; no Costs

No fees are charged by either Party for the testing and evaluation and any other services provided under this Agreement.

4. Warranty Disclaimer; Liability

- a) The Parties hereby disclaim any and all representations and warranties, expressed or implied, to the extent legally permitted. Without limiting the generality of the foregoing, no warranties are given by B3i to the Participant with respect to the functionality, reliability or capacity of the B3i test network and the B3i Application.
- b) B3i is free to make changes to or suspend the B3i test network and/or the B3i Application at any time and without notification.
- c) The liability of the Parties for damages arising out of or relating to this Agreement shall be excluded to the fullest extent permitted by law. This exclusion of liability shall not apply in the event of (i) a breach of a Party's confidentiality and/or data protection

obligations, (ii) violation, infringement or misappropriation of intellectual property rights and/or (iii) damage caused by gross negligence or wilful misconduct.

5. Intellectual Property

- a) Participant acknowledges and agrees that the B3i test network and the B3i Application are owned by or licensed to B3i and embody valuable assets of B3i or its licensors. Except as expressly provided herein, B3i grants no rights or licenses under this Agreement whatsoever in or to the B3i test network and/or the B3i Application.
- b) The Participant shall not modify, adapt, reverse engineer, disassemble, or make works derived from the B3i Network and/or the B3i Application or attempt to generate or access the source code.

6. Confidentiality

Any confidential information received by a Party from the other Party under or in connection with this Agreement shall be kept strictly confidential by the receiving Party.

7. Data Protection

While testing the B3i Application, only dummy data shall be used. Under this Agreement, Participant shall not enter personal data into the B3i Application.

8. Term and Termination

- a) This Agreement shall be effective from accepting it through the online onboarding form and be in force and effect for 90 days if not terminated earlier by a Party for convenience at any time in writing with seven (7) days' prior notice ("**Term**").
- b) Upon expiry or termination of this Agreement, the testing environment shall be decommissioned.

9. Applicable Law and Jurisdiction

- a) This Agreement shall in all respects be governed by, and construed in accordance with, the **substantive laws of Switzerland**, to the exclusion of conflict of law principles.
- b) Any dispute, controversy or claim arising out of, or in relation to, this Agreement shall be subject to the exclusive jurisdiction of the **courts of Zurich, Switzerland**.

10. Miscellaneous

Sections 5, 6, 7 and 9 shall survive and remain enforceable also after expiry or termination of this Agreement.