Version dated 4 November 2026.

Partner licence terms

These terms govern the licence of the Declaration Check software (the "Software") by Declaration Check, the trading name of a company in the course of incorporation in England and Wales as Falkenmark Services Group (company number and registered office will be shown here on registration) ("we", "us"), to a freight forwarder, customs agent, customs representative or other business that provides customs services to its own clients (the "Partner", "you"), for use in relation to the import declarations of those clients. The Software licence terms apply to this licence as if the Partner were the Licensee, except where these terms say otherwise; where they conflict, these terms prevail.

1. What the licence covers

1.1 On payment of the fee we grant you a non-exclusive, non-transferable licence to use the Software for the import declarations of each client whose EORI number you register with us (a "Client EORI"), for as long as the subscription for that Client EORI runs. You may open a client's declaration data, see the estimate, generate the supplier requests, draft repayment applications and claim schedules, and keep the claim board for that client.

1.2 You may use the Software only for clients for whom you act under a written authority, and only for declarations in which that client is the importer or the debtor. You may not sublicense the Software, give a client direct access to it, or use it for any business other than your own customs services.

1.3 The Software is a tool. It gives no advice. Every document it generates is yours to review, correct, sign and send, in your name or your client's, under the authority you hold. We do not review any document, correspond with any customs office, supplier or client, or take any step in any claim.

2. Your position towards your clients and the authorities

2.1 You are the service provider to your client. Whether a claim is well founded, what is submitted, when, and to whom, are your decisions and your client's. You are alone responsible for holding the authorisations, registrations and professional standing that the law of the state where you act requires of a person who prepares or lodges repayment applications for others (in Germany, authorisation under § 4d of the Steuerberatungsgesetz as a forwarder or customs representative; elsewhere, the registration or professional status that state requires of a customs representative), for anti-money-laundering obligations, and for your own professional indemnity cover.

2.2 You will not describe us to any client or authority as its adviser, representative or agent, and will not present a document generated by the Software as reviewed or approved by us. Each generated document carries a line saying that it was generated with Declaration Check software and not reviewed by any person; you may add your own identification to it but may not remove that line.

2.3 You will tell each client, before you use its data in the Software, that the data is processed on your own computer with software licensed from us and is not sent to us.

3. Fee and term

3.1 The fee is the monthly amount per Client EORI quoted to you in writing before registration, plus VAT where applicable (for a business established in the EU, VAT is accounted for by you under the reverse-charge

rules), invoiced monthly in advance and payable within 14 days. There is no other charge: we take no share of any refund, and no fee depends on the outcome of any application.

3.2 Clause 3.2 of the Software licence terms (twelve-month minimum initial term) applies to each Client EORI from the date you register it; after the initial term you may remove a Client EORI on notice taking effect at the end of the current month. Clauses 3.3 (effect of ending) and 3.4 (licence check) apply to each Client EORI.

4. Data

4.1 Your clients' declaration data is processed on your computer and is not transmitted to us. We hold only your account details, the Client EORIs you register, licence and billing records, and anonymised usage statistics that carry no declaration data. For your clients' data you are the controller or processor under your own arrangements with them; we are neither.

4.2 Where you save a case to your account, the saved record contains the schedule and totals you generate for that client; it is deleted on request or within 12 months of the end of the licence for that Client EORI.

5. Support, warranty, liability and general

5.1 Clauses 5 (support, availability and changes), 7 (warranty and liability), 8 (general) and 9 (Germany) of the Software licence terms apply. Our total liability under this licence, however arising, is limited to the fees you paid in the twelve months before the event giving rise to the claim. Where German law applies, liability for intent or gross negligence, or for injury to life, body or health, is not excluded or limited.

5.2 You will indemnify us against any claim by a client of yours or by a customs authority that arises from your use of the Software or of a document generated with it, except to the extent caused by a fault in the Software that we failed to remedy after notice.

5.3 These terms are governed by the law of England and Wales and the courts of England and Wales have jurisdiction, save that mandatory provisions of the law of the state in which you are established are not excluded. Questions: admin@declarationcheck.com.