

VISTRA CHINA – CORPORATE SOLUTIONS

Vistra 卓佳中国 — 企业服务解决方案

STANDARD TERMS AND CONDITIONS FOR CORPORATE OUTBOUND SERVICES (V.2024.1)

CORPORATE OUTBOUND SERVICES 标准条款和条件(V.2024.1)

1. Definitions 定义

“Authorised Person”	means the person(s) who is or are authorised by the Client (in the case of a legal entity) to give instructions to Vistra or any Nominee as set out in the Statement of Work, or such other person(s) as agreed between the Client and Vistra (or any Nominee) from time to time.
「获授权人士」	指获客户(如为法律实体)授权向 Vistra 卓佳或工作说明书中所述任何代理人发出指示的人士·或客户与 Vistra 卓佳(或任何代理人)不时约定的其他人士。
“Beneficial Owner”	means the person(s) who ultimately owns or controls the Client, directly or indirectly, including through a trust or otherwise exercises ultimate control over the management of the Client.
「实益拥有人」	指直接或间接最终拥有或控制客户(包括通过信托或以其他方式对客户的管理行使最终控制权)的人士。
“Client”	means the person, persons, legal entity or legal entities who has or have made the Request and who has/have engaged Vistra to provide the Services from time to time subject to these Terms. For the purposes of these Terms, unless otherwise specified or the context requires otherwise, the term “Client” shall be construed to also include the Company(ies) and the Beneficial Owner(s).
「客户」	指已发出请求及已聘请 Vistra 卓佳不时根据本条款提供服务的人士或者法律实体。就本条款而言·除非另有说明或上下文另有约定·「客户」应理解为亦可包括公司以及实益拥有人。
“Company”	means the subject legal entity or legal entities created for or on behalf of the Client and under the administration or to be under the administration of Vistra, and together with all other company(ies) under the administration or to be under the administration of Vistra as agreed between the Client and Vistra in (a) Statement of Work(s), collectively known as the “Companies”.
「公司」	指为客户或代表客户设立及受或将受 Vistra 卓佳管理的主体法律实体以及客户与 Vistra 卓佳在工作说明书中约定的受或将受 Vistra 卓佳管理的所有其他公司·统称「公司」。
“Deliverable(s)”	means any tangible Services output provided or made available to the Client pursuant to a Statement of Work.
「可交付成果」	指根据工作说明书向客户提供或客户获取的任何有形服务输出。
“Fees”	means any fees or charges raised by Vistra or any Nominee (including any disbursements and additional charges as referred to in Clause 4 below) for any Services pursuant to these Terms (including any Statement of Work).
「服务费」	指 Vistra 卓佳或任何代理人根据本条款(包括任何工作说明书)就任何服务收取的任何费用或收费(包括下文第 4 条所述的任何杂费和额外收费)。
“Jurisdiction”	means Hong Kong SAR.
「司法管辖区」	指香港特别行政区。
“Nominee”	means any internal or external individual or company who or which is appointed by Vistra to perform any (part of the) Services.
「代理人」	指 Vistra 卓佳委任的履行任何(部分)服务的任何内部或外部个人或公司。
“Request”	means any request by the Client for Vistra to perform Services (and pursuant to which Vistra may introduce Nominee(s) to the Client).
「请求」	指客户要求 Vistra 卓佳履行服务的任何请求(且据此·Vistra 卓佳可向客户介绍代理人)。
“Sanctioned Activity”	means any activity, service or trade subject to sanctions imposed by a Sanctioning Authority.
「受制裁活动」	指受到制裁机构制裁的任何活动、服务或贸易。
“Sanctioning Authority”	means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.
「制裁机构」	指联合国、欧盟、英国、美国或任何其他适用的主管部门或政府。

“Sanctioned Party” 「受制裁方」	means any persons, entities or bodies designated as a sanctioned party by a Sanctioning Authority. 指被制裁机构指定为受制裁方的任何个人、实体或机构。
“Services” 「服务」	means any act done or to be done, or services performed or to be performed, by Vistra or any Nominee for the Client or any Company. The Services include any Deliverables. 指 Vistra 卓佳或任何代理人为客户或任何公司已完成或将完成的任何行为或者已履行或将履行的任何服务。服务包括任何可交付成果。
“Statement(s) of Work” 「工作说明书」	means any fee quote, fee proposal, email, statement of work or other written document describing the Services and associated Fees as may be agreed by the Client and Vistra from time to time. 指描述了客户与 Vistra 卓佳可能不时约定的服务和相关服务费的任何费用报价、费用建议书、电子邮件、工作说明书或其他书面文件。
“Terms” 「本条款」	means these Standard Terms and Conditions. 指本标准条款及条件。
“Trust Account” 「信托账户」	means a bank account which is segregated from Vistra’s own funds. 指与 Vistra 卓佳自有资金隔离的银行账户。
“Vistra” 「Vistra 卓佳」	means Vistra Services (Hong Kong) Limited. 指 Vistra Services (Hong Kong) Limited。
“Vistra Group company(ies)” 「Vistra 卓佳集团公司」	means Vistra, any of its direct and indirect subsidiaries, any of its direct and indirect holding companies, and any entity under common control with Vistra, now and in the future. Each such company being a “member of the Vistra Group”. 指 Vistra 卓佳、其任何(现在和将来)直接及间接的子公司、其任何(现在和将来)直接及间接的控股公司、以及(现在和将来)与 Vistra 卓佳共同控制的任何实体。每家此类公司均为「Vistra 卓佳集团的成员」。

2. Validity 有效性

2.1 These Terms now in force supersede and replace any and all standard terms and conditions in relation to any of the Services previously in force.

本条款现生效，取代并替换此前有效的任何与服务有关的任何和所有标准条款和条件。

2.2 If no separate, written service agreement is entered into between the Client and Vistra, these Terms, together with the documents referred to in them, contain the sole terms and conditions on which Vistra supplies any of the Services to the Client. The Client shall be deemed to have thereby indicated its consent be duly bound by these Terms as updated by Vistra from time to time by instructing (or continuing to instruct) or allowing Vistra to provide the Services. In the event of any conflict between these Terms and the provisions included in any service agreement entered into between the Client and Vistra, the service agreement shall take priority.

如果客户与 Vistra 卓佳之间没有订立任何单独书面的服务协议，本条款（包括其中提及的文件）作为 Vistra 卓佳向客户提供任何服务所适用的唯一条款和条件。客户应被视为已通过指示（或继续指示）或允许 Vistra 卓佳提供服务，表示其同意受 Vistra 卓佳不时更新的本条款的正式约束。若本条款与客户和 Vistra 卓佳订立的任何服务协议所载条款之间有任何冲突，概以服务协议为准。

3. Charges 收费

3.1 The Client will pay to Vistra or directly to any Nominee as directed by Vistra, the relevant annual Fees or other fixed or time-based Fees in respect of the Services in accordance with the terms stated on the relevant invoice for the same or as otherwise agreed in the Statement of Work. Vistra shall not be required to refund any part of the Fees upon termination for any reason of the appointment of any Nominee or the provision of the Services. Unless expressly stated otherwise, all Fees in the relevant Statement of Work are net of any taxes or similar charges, as well as government fees, customs, levies, duties or tariffs imposed in respect of the Services.

客户将根据相关发票上所列或工作说明书中另行约定的条款，向 Vistra 卓佳或按 Vistra 卓佳的指示直接向任何代理人支付与服务有关的相应年度服务费或者其他固定或按时间收取的服务费。在因故终止任何代理人的委任或服务的提供后，Vistra 卓佳无需退还任何服务费。除非另有明确说明，否则相关工作说明书中的所有服务费均扣除任何税费或类似收费，以及就服务征收的政府费用、海关、征费、关税或税费等。

3.2 Vistra shall be entitled to increase the Fees on an annual basis with effect from each anniversary of the date of the first Statement of Work in line with the increase in the Consumer Price Index in the Jurisdiction(s), plus three percent (3%).

Vistra 卓佳有权根据司法管辖区消费物价指数的增长，从首份工作说明书日期的每个周年日起提高服务费，再加上百分之三 (3%)。

4. Additional Charges 附加收费

Vistra reserves the right to charge, or authorize the charging of, any other out-of-pocket expenses incurred by or on behalf of the Client, including

(without limitation) government fees, transaction charges, third party charges or any other payment incurred by or at the request of the Client in respect of any Services provided by Vistra or any Nominee which are in addition to those covered by the annual Fees or fixed or time-based Fees as agreed or published from time to time. The amount of such out-of-pocket expenses will be based upon the time required to perform such additional Services and the circumstances of their performance, and shall, if applicable, be advised by Vistra to the Client or the Company, as applicable.

Vistra 卓佳保留权利，就 Vistra 卓佳或任何代理人提供的任何服务，收取或授权收取除不时约定或公布的年度服务费或固定或按时间收取的服务费以外的由客户或代表客户产生的任何其他实付费用，包括但不限于政府费用、交易费用、第三方费用或由客户产生或应客户要求产生的任何其他付款。其他实付费用的金额将按照履行有关额外服务所需的时间及履行情况计算，且应在适用时由 Vistra 卓佳告知客户或公司(如适用)。

5. Billing Procedure 账单程序

Fees, where advised so by Vistra, are payable in advance either on a yearly, half-yearly or quarterly basis, depending on the nature of the Services and as set out in the relevant Statement of Work. Time-based or other Fees, for the provision of professional and administration services, shall be raised by Vistra from time to time and all Fees are payable within thirty (30) days of presentation of invoice or as otherwise stated in the relevant invoice.

按照 Vistra 卓佳的意见，服务费应每年、半年或每季度预先支付，具体根据服务性质和相关工作说明书的规定。就提供专业和管理服务而按时间收取的服务费或其他服务费，应由 Vistra 卓佳不时提出，且所有服务费应在出示发票后三十天(30)天内或相关发票中另行规定的时间支付。

6. Payment of Invoices 支付发票

6.1 Invoices for Fees and any additional charges shall be rendered in the name of Vistra or by the relevant Nominee.
服务费和任何附加收费的发票应以 Vistra 卓佳的名义或由相关代理人开具。

6.2 The Client guarantees to Vistra, and shall remain liable for, payment of all invoices rendered by Vistra for the Services. The Client and the Company agree that any Vistra Group company designated by Vistra from time to time shall have the right to collect payment on behalf of Vistra, which includes the right to debit the credit card of the Client with prior notice to the Client or the Company. Any disagreements by the Client with any invoice raised by Vistra or a Nominee must be promptly notified to Vistra in writing.

客户向 Vistra 卓佳保证将支付且会一直负责支付 Vistra 卓佳就服务开出的所有发票。客户和公司同意，Vistra 卓佳不时指定的任何 Vistra 卓佳集团子公司有权代表 Vistra 卓佳收取付款，其中包括在事先向客户或公司发出通知的情况下从客户信用卡扣款的权利。客户如对 Vistra 卓佳或代理人出具的任何账单有异议，必须及时以书面形式通知 Vistra 卓佳。

6.3 The Company and the Client acknowledge that Vistra may employ debt collection agencies to collect all amounts due and payable by the Company and by the Client to Vistra under any Statement of Work and the Company and thereby reserves the right at any time in its absolute discretion without further notice to the Company and the Client to disclose any relevant information relating to these Terms or any Statement of Work to the said agencies and the Client shall indemnify Vistra and keep Vistra indemnified, if necessary by payment in cash on demand, from and against all costs and expenses (including legal and debt collection agencies' costs and disbursements on a full indemnity basis) and losses and damages incurred by or on behalf of Vistra in connection with any legal proceedings taken by or on behalf of Vistra to enforce any provision of these Terms or any Statement of Work.

公司和客户确认，Vistra 卓佳可雇用收债公司收取公司和客户在任何工作说明书下到期应付予 Vistra 卓佳的所有款项，并有权在不另行通知公司和客户的情况下，随时自行决定向上述收债公司披露与本条款或任何工作说明书相关的任何信息，且对于 Vistra 卓佳或其代表因 Vistra 卓佳或其代表为执行本条款或任何工作说明书的任何条文而采取的任何法律程序所招致的所有成本、费用(包括按完全弥偿基准计算的法定和收债公司的成本和杂费)、损失和损害赔偿，公司和客户应向 Vistra 卓佳做出赔偿并使 Vistra 卓佳免受损害，在必要时按要求以现金支付。

6.4 In the event where any Fees, charges or payments that are due and payable to Vistra shall remain unpaid and outstanding for a period of more than thirty (30) days, (i) Vistra shall be entitled, but not obliged, without prejudice to any other rights it may have in contract or law, to suspend the Services without further notice or liability to the Company or the Client and such suspension shall take effect and remain in full force until such time when all outstanding Fees or charges are settled to the satisfaction of Vistra; and (ii) Vistra shall reserve the right to charge interest at the rate of 2% per month on all overdue Fees, charges or payments ("Total Outstandings") until all Total Outstandings have been fully settled.

如果到期应付予 Vistra 卓佳的任何服务费、收费或付款超过三十(30)天依然未支付及未付清，则(i)在不损害 Vistra 卓佳在合同或法律上可能享有的任何其他权利的情况下，Vistra 卓佳有权但无义务暂停服务，而无需向公司或客户发出进一步通知或承担进一步责任，且在所有未付清服务费或收费与 Vistra 卓佳确认结清之前，有关暂停应生效并保持完全效力；及(ii)Vistra 卓佳保留就所有逾期未付服务费、收费或付款(「未付清总额」)按每月 2% 的利率收取利息的权利，直至所有未付清总额悉数结清。

7. Instructions 指示

7.1 Vistra and any Nominee may rely upon, and is authorised by the Client to act upon instructions: (a) given, or reasonably assumed to be given by: (i) any director of the Client; (ii) any director of the Company in relation to that Company's own affairs; (iii) such persons as may be listed in any Statement of Work; (iv) any person whom Vistra reasonably believes to be a professional advisor of the Client or the Company; and (v) such other persons as the Client may inform Vistra or the relevant Vistra Group company in writing (email included) from time to time are authorised to provide instructions either in relation to these Terms or a particular Statement of Work; or (b) given by letter or email and, if accepted (at Vistra's sole discretion), oral instructions.

Vistra 卓佳和任何代理人均可依赖并获客户授权按照以下指示行事：(a) 由以下人士发出或合理假设由其发出的指示：(i) 客户的任何董事；(ii) 公司任何董事就公司自身事务发出的；(iii) 任何工作说明书中列出的人士；(iv) Vistra 卓佳合理认为是客户或公司专业顾问的任何人士；以及 (v)

客户可能不时以书面形式(包括电子邮件)通知 Vistra 卓佳或相关 Vistra 卓佳集团公司有权提供与本条款或特定工作说明书相关指示的其他人士；或(b)通过信件或电子邮件发出的指示，以及口头指示(如接受，且是否接受由 Vistra 卓佳自行决定)。

- 7.2 If the Client does not want Vistra to take instructions from any person referred to in Clause 7.1, it must notify Vistra and/or the relevant Vistra Group company (as applicable) in writing.
倘客户不希望 Vistra 卓佳接受第 7.1 条所述任何人士的指示，则客户必须书面通知 Vistra 卓佳和/或相关的 Vistra 卓佳集团公司(如适用)。
- 7.3 In connection with Requests, the Client or the Authorised Person will promptly and accurately provide any information, including full names and addresses, terms and conditions of purchase and/or sale, as Vistra may request to enable Vistra to prepare original documentation and adjustments or otherwise provide the Services competently or to comply with applicable law when providing the Services. The Client or the Authorised Person will keep Vistra informed of all management actions relevant to the Services so that Vistra or any Nominee are in a position to relay decisions to third parties as Vistra thinks fit under the circumstances.
就请求而言，客户或获授权人士会及时准确地向 Vistra 卓佳提供其可能要求的任何信息，包括全称和地址、购买和/或销售条款和条件，以使 Vistra 卓佳能够编制初始文档和做出调整，或以其他方式称职地提供服务，或在提供服务时遵守适用法律。客户或获授权人应当告知 Vistra 卓佳与服务相关的所有管理行动，以便 Vistra 卓佳或任何代理人能够在 Vistra 卓佳认为合适的情况下将决定传达给第三方。
- 7.4 The Client undertakes to keep Vistra or the Nominee informed of any material items affecting the Company's financial affairs in general and in particular any liabilities, both actual or contingent, and any actions taken by third parties against the Company, and all and any material changes in any data or procedures, and all other necessary information to allow Vistra or any Nominee to effectively provide the Services or manage the affairs of the Company as applicable.
客户承诺会将影响公司整体财务事务的任何重大事项，特别是任何实际或或有负债，第三方针对公司采取的任何行动，任何数据或程序的所有和任何重大变更及所有其他必要资料告知 Vistra 卓佳或任何代理人，以使 Vistra 卓佳或任何代理人能有效地提供服务或管理公司事务(如适用)。
- 7.5 Vistra or the Nominee may at any time do, or refrain from doing, any act without reference to the Client or the Authorised Person if in the discretion of Vistra or any Nominee it is considered necessary to do so. In the event no suitable or timely instructions have been received by Vistra then Vistra shall be authorised to take such action as it considers appropriate in the circumstances. Vistra shall not be liable for acting or not acting in accordance with instructions or requests or representations or documents that it considers to be genuine, including for any damages resulting from refusal by Vistra (including any Nominee) acting in good faith to undertake or fail to undertake any action pursuant to this Clause 7.5.
Vistra 卓佳或代理人可随时做出或不做出 Vistra 卓佳或任何代理人凭其酌情权视为必要的任何行动，而无需经过客户或获授权人士。如果 Vistra 卓佳并未及时收到指示或未收到适当的指示，则 Vistra 卓佳获授权在相关情况下采取其认为合适的行动。Vistra 卓佳概不就根据其认为真实的指示或请求或陈述或文件采取或不采取行动而承担法律责任，包括因 Vistra 卓佳(包括任何代理人)根据本第 7.5 条善意地拒绝或未采取任何行动而造成的任何损害赔偿。
- 7.6 The Client, and as the case may be, the Company, warrants the validity, lawfulness and authenticity of all instructions given to Vistra at any point of time.
客户和公司(视情况而定)保证在任何时间点向 Vistra 卓佳发出的所有指示的有效性、合法性和真实性。
- 7.7 The Client knows and accepts all the risks relating to the communication of instructions by email and assumes sole liability, under all circumstances, for any damages that may result from the acceptance and execution of such instructions by Vistra.
客户知悉并接受与通过电子邮件传达指示有关的所有风险，并在任何情况下对因 Vistra 卓佳接受和执行该等指示而造成的任何损害自行承担 responsibility。

8. Use Restrictions and Intellectual Property 使用限制和知识产权

- 8.1 Deliverables to be provided by Vistra or any Nominee under the relevant Statement of Work and the Services are provided solely for the Client's own internal business purposes and/or for such other purposes as set out in, or as contemplated by, the relevant Statement of Work or Deliverable. Vistra shall not be responsible if any third party chooses to rely on, act or refrain from acting on the basis of reliance on any Deliverables. The mere receipt of any Deliverables (or any information derived therefrom) by any third party is not intended to create any duty of care, professional relationship or liability of any kind between the third party and Vistra.
Vistra 卓佳或任何代理人根据相关工作说明书或服务提供的可交付成果，仅为客户内部业务用途及/或为相关工作说明书或可交付成果所载或预期的其他用途而提供。如任何第三方选择依赖任何该等可交付成果、基于依赖任何该等可交付成果而采取行动或不采取行动，Vistra 卓佳概不负责。任何第三方仅收到任何可交付成果(或由可交付成果衍生的任何资料)并不表示该第三方与 Vistra 卓佳之间产生任何谨慎义务、专业关系或法律责任。
- 8.2 To the extent that any intellectual property (including any copyright, trademark, or trade secret) is created or exists as part of the Deliverables or is used in the provision of the Services, such intellectual property belongs to Vistra or the relevant member of the Vistra Group. Upon payment for the applicable Services, Vistra grants to the Client or the Company, as applicable, for an unlimited period of time, or such shorter period of time as may be stated in the relevant Statement of Work or Deliverable, a non-transferable and non-exclusive right to exploit the Deliverables in accordance with Clause 8.1.
如任何知识产权(包括任何版权、商标或商业秘密)作为可交付成果的一部分而产生或存在，或被用于提供服务，则该等知识产权属于 Vistra 卓佳或相关 Vistra 卓佳集团成员。在支付适用服务的费用后，Vistra 卓佳授予客户或公司(如适用)一项不可转让和非排他性权利，客户或公司可据此无限期地或在相关工作说明书或可交付成果中规定的较短时间内，根据第 8.1 条使用可交付成果。

9. Exclusion of Liability 责任免除

- 9.1 Neither Vistra, nor any Nominee, nor any other Vistra Group company (each a “**Vistra Entity**”) shall make any warranty, express or implied, as to the efficacy of the Services, or with respect to the raising of equity or debt finance and application of that finance to any business of the Client or the Company. For the avoidance of doubt, none of the Vistra Entities carries out any investment or investment advisory business. Except as expressly set forth in these Terms, no Vistra Entity makes any representations or warranties of any kind in respect of the Services, whether express or implied, including any warranties of merchantability, satisfactory quality, title, non-infringement or fitness for a particular purpose. Any statements made about any Vistra Entity or the Services by sales, marketing or support personnel do not constitute a warranty, and will not be relied on by the Client or the Company in deciding whether to engage or subscribe to the Services or take any other action.
- Vistra 卓佳或任何代理人或任何其他 Vistra 卓佳集团公司 (各称「**Vistra 卓佳实体**」) 概不就服务成效、或就股权或债务融资及将该融资用于客户或公司任何业务做出任何明示或暗示的保证。为避免疑问, 任何 Vistra 卓佳实体均不从事任何投资或投资咨询业务。除本条款明确约定外, 任何 Vistra 卓佳实体不得就服务做出任何陈述或保证 (不论明示或暗示), 包括适销性、质量满意度、所有权、不侵权或特定用途适用性的任何保证。销售、营销或支持人员对任何 Vistra 卓佳实体或服务所作的任何声明不构成保证。客户或公司在决定是否使用或订阅服务或采取任何其他行动时, 不应依赖于该等声明。
- 9.2 To the maximum extent permitted by applicable laws, in no event shall any Vistra Entity be liable for any indirect, incidental, exemplary, speculative, consequential, special or punitive damages of any kind, including, without limitation, costs of delay, business interruption, damages for cover or loss of use, goodwill, data, records, information, revenue, profits, orders, business opportunity, anticipated cost savings or reputation, loss or damage to property or equipment, or any other pecuniary loss, even if it had been advised of the possibility of such damages. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.
- 在适用法律允许的最大范围内, 在任何情况下, 任何 Vistra 卓佳实体概不对以下损害赔偿承担责任: 任何种类的任何间接、附带、惩戒性、投机性、衍生、特殊或惩罚性损害赔偿, 包括但不限于延误成本、业务中断或为弥补用途、商誉、数据、记录和息、收入、利润、订单、商业机会、预期节省成本或声誉损失的损害赔偿、财产或设备的损失或损坏或任何其他金钱损失, 即使其已获知存在有关损害赔偿的可能性亦然。无论其他补救是否成功或有效, 上述责任限制和免除特定损害赔偿的情况均适用。
- 9.3 No Vistra Entity shall be liable to the Client, the Company and/or the Authorised Person in respect of anything done or omitted to be done by or on behalf of it, except in case of fraud or wilful misconduct or gross negligence on the part of the relevant Vistra Entity. Except for any liability that cannot be excluded under applicable law, the total maximum liability of any Vistra Entity (and their respective employees) to the Company or the Client of whatever nature in relation to the Services under any Statement of Work shall not exceed the aggregate amount of the Fees paid by the Company or the Client in relation to the Services under such Statement of Work during the twelve (12)-month term immediately preceding the event giving rise to the relevant claim.
- 除非相关 Vistra 卓佳实体存在欺诈、故意不当行为或严重过失, 任何 Vistra 卓佳实体概不就其或代表其已做出或没有做出的任何事情, 对客户、公司及/或获授权人士承担法律责任。除适用法律不能排除的任何责任外, 任何 Vistra 卓佳实体 (以及其各自的员工) 就任何工作说明书项下服务对公司或客户负有的任何性质的最高赔偿责任总额, 不超过公司或客户在引起相关索赔事件发生前十二 (12) 个月内就任何工作说明书项下服务所支付服务费的总额。
- 9.4 Unless otherwise provided by applicable laws and/or regulations, any claims sought to be brought or made in connection with the Services shall be brought or made within two (2) years of the date on which the Services giving rise to the relevant claim were performed.
- 除适用法律和/或法规另有规定外, 提出或进行与服务有关的任何索赔应在引起相关索赔的服务履行之日起两 (2) 年内提出或进行。
- 9.5 If any Vistra Entity is liable to the Client and/or the Company, and if any other person(s) is also liable to the Client and/or the Company in respect of the same losses, then (i) the compensation payable by the Vistra Entity to the Client and/or the Company (as applicable) in respect of those losses will be reduced; (ii) the reduction will take into account the extent of the responsibility of such other person(s) for the losses; and (iii) in determining the extent of the responsibility of such other(s) person for the losses, no account will be taken of (a) any limit or exclusion placed on the amount such other person(s) will pay, or (b) any shortfall in recovery from such other person(s) for whatever reason.
- 如任何 Vistra 卓佳实体和任何其他人士均就同一损失对客户和/或公司负有责任, 则 (i) Vistra 卓佳实体就该等损失应向客户和/或公司 (如适用) 支付的赔偿将会减少; (ii) 减少赔偿将考虑该等其他人士对损失的责任范围; 且 (iii) 在确定该等其他人士对损失的责任范围时, 将不考虑 (a) 对该等其他人士将支付的金额适用的任何责任限额或除外责任, 或 (b) 因任何原因从该等其他人士处收回的任何差额。
- 9.6 Unless any Vistra Entity has expressly agreed in writing to the contrary, it accepts no liability to any person other than the Client and the Company in connection with the Services. In the case where any Vistra Entity agrees in writing to accept liability to more than one party in relation to the same matter, the limit of liability as prescribed in Clause 9.3 will be shared between them, and it is up to those parties how they share it.
- 除非任何 Vistra 卓佳实体以书面形式明确同意相反情况, 否则 Vistra 卓佳不会就服务向客户和公司以外的任何人士承担任何责任。如任何 Vistra 卓佳实体书面同意就同一事项对多方承担责任, 则第 9.3 条中规定的责任限额将由各 Vistra 卓佳实体分担, 如何分担由各实体自行决定。
- 9.7 The Client and the Company agree to bring any claim (whether in contract, tort or otherwise) in connection with the Services only against Vistra, and not against any employees of the Vistra Group companies (“**Vistra Individuals**”) personally. This Clause is for the benefit of Vistra Individuals. Each Vistra Individual involved in providing the Services relies on the protection in this Clause and is hereby designated as a third-party beneficiary of this Clause.
- 客户和公司同意仅向 Vistra 卓佳提出与服务相关的任何索赔 (无论是合同索赔、侵权索赔还是其他索赔), 而不是向 Vistra 卓佳集团的任何雇员个人 (「**Vistra 卓佳个人**」) 提出索赔。本条是为 Vistra 卓佳个人的利益而设。参与提供服务的每个 Vistra 卓佳个人均依赖于本条的保护, 并特此被指定为本条的第三方受益人。

10. Undertaking 承诺

- 10.1 The Client shall procure and undertakes and warrants that all acts requested to be done by Vistra or any Nominee will comply with all laws affecting, or binding upon, the Company, Vistra, any Nominee, the Client and/or any Authorised Person, and that all statements, documents and contracts of whatsoever nature which Vistra or any Nominee are obliged or requested to sign, will respectively, be true, accurate and lawful in all respects.
客户应促使并承诺及保证· Vistra 卓佳或任何代理人被要求开展的行动将遵守所有影响或约束公司、Vistra 卓佳、任何代理人、客户和 / 或任何获授权人士的法律· 以及 Vistra 卓佳或任何代理人有义务或被要求签署的任何性质的所有声明、文件和合同· 将分别在各个方面均真实、准确及合法。
- 10.2 The Client shall also procure, and undertakes and warrants, that all obligations on either itself or the Company to keep accounts and file any governmental or regulatory returns will be complied with and all papers and documents which are required by law to be filed with any authority will be duly filed on a timely basis and all fines incurred as a result of any late or deficient filing shall be promptly paid; and that all taxes required to be paid, as a result of the provision of Services to the Client, or as the case may be, the Company, will be duly paid. In the event of the Company becoming insolvent, the Client undertakes to be personally responsible for all debts and any taxes and duties that may be payable and to make such arrangements for due payment as Vistra may reasonably require for an orderly liquidation of the Company.
客户还应促使并承诺及保证· 将遵守其自身或公司对于备存账目及提交任何政府或监管报表的全部义务· 将会及时妥当提交法律要求向任何主管当局提交的任何文件和文档· 同时将及时支付因迟交或漏交所产生的所有罚款; 且因向客户或公司(视情况而定)提供服务而须缴纳的所有税项将会妥为缴付。若公司无力偿债· 客户承诺个人负责应支付的所有债务及任何税项和税费· 并作出 Vistra 卓佳可能合理要求的对到期付款的安排· 以便公司有序清算。
- 10.3 The Client undertakes and warrants that there shall be no transfer, pledging or hypothecation of any legal or beneficial ownership in which the Client has any interest and to which the Services relate without the prior written consent of Vistra. In the circumstances where the Client is taking instructions from a third party, the Client warrants that a full and proper check of the identity and the credentials of that third party has been effected and the Client hereby confirms the lawfulness of the purposes of the Services. The Client undertakes and warrants that in the event the Client or the Company is to invoice any third party for any goods, services or commission payments, there is a genuine underlying transaction relating to the invoice and the goods or services have been or will be provided by the Client to that third party, and that the goods or services are provided at credible values. In the circumstance that any third party, including the Client, shall be involved, either directly or indirectly, in the Services being performed, including but not limited to, any rights exercised by the said third party as an empowered attorney or director or partner, then the Client warrants that all the actions taken or not taken by the said party shall be proper and lawful and shall not in any way prejudice Vistra.
客户承诺及保证· 未经 Vistra 卓佳事先书面同意· 不得转让、质押或抵押客户拥有权益及与服务有关的任何法定或实益所有权· 在客户接受第三方指示的情况下· 客户保证已对该第三方的身份和资历进行全面和恰当的核查· 以及客户特此确认服务目的的合法性。客户承诺及保证· 如果客户或公司就任何商品、服务或佣金付款向第三方开具发票· 该发票存在与之相关的真实交易· 且客户已经或将会向该第三方提供该等商品或服务· 且商品或服务均按可信价值提供。若正在履行的服务直接或间接涉及任何第三方(包括客户)· 包括但不限于该第三方作为授权律师或董事或合伙人行使任何权利· 则客户保证该方采取或未采取的所有行动均恰当和合法· 并且不以任何方式损害 Vistra 卓佳。
- 10.4 The Client confirms that Vistra (or any Nominee or any of the Vistra Group companies) have not, and shall not, directly or indirectly, provide any tax, financial, regulatory or legal advice in respect of the Services, and that Vistra (or any Nominee or any of the Vistra Group companies) has advised the Client to obtain independent legal, tax, regulatory, securities law and such other professional advice as appropriate with regards to the engagement of Vistra and the Services.
客户确认· Vistra 卓佳(或任何代理人或任何 Vistra 卓佳集团公司)未就或不应就服务直接或间接地提供任何税务、财务、监管或法律意见· 以及 Vistra 卓佳(或任何代理人或任何 Vistra 卓佳集团公司)已建议客户就 Vistra 卓佳的聘请和服务获得独立的法律、税务、监管、证券法和其他适当的专业意见。
- 10.5 The Client undertakes to ensure that any fiscal reporting requirements and obligations of the Company of which he/she/it is aware are brought to the attention of the officers of the Company and Vistra.
客户承诺确保提请公司高级管理人员和 Vistra 卓佳注意其获悉的公司的任何财务报告要求和义务。
- 10.6 The Client agrees, undertakes and warrants, to (i) promptly provide Vistra with any due diligence documents and information as may be required by applicable laws, regulations or Vistra's internal policies from time to time ("**Client Information**"); (ii) ensure that all Client Information will be true, accurate and complete and will not infringe on any intellectual property right or other third party right; and (iii) promptly alert Vistra in writing of any changes to the Client Information.
客户同意、承诺并保证(i)及时向 Vistra 卓佳提供适用法律、法规或 Vistra 卓佳内部政策可能不时规定的任何尽职调查文件及资料(「**客户资料**」); (ii)确保所有客户资料真实、准确、完整· 且不会侵犯任何知识产权或其他第三方权利; 以及(iii)对客户资料的任何变更以书面形式及时向 Vistra 卓佳做出提醒。
- 10.7 Vistra and the Client shall not directly or indirectly disclose the confidential and proprietary information received from the other party to any third party without the other party's prior written consent, unless required to do so in accordance with a court order or other relevant instruction by an appropriate government organization. In such circumstances, the party receiving such instructions shall use reasonable endeavours to inform the other party prior to providing such information or complying with such other instructions.
未经其他方事先书面同意· Vistra 卓佳及客户不得直接或间接向任何第三方披露自其他方收到的保密及专有资料· 但按照法院命令或适当政府机构给出的其他相关指示而作出披露的除外。在该等情况下· 收到该等指示的一方须在提供有关资料或遵守有关其他指示之前· 尽合理的努力以通知其他方。
- 10.8 Vistra and the Client undertake to notify each other within seven (7) days of any change in their address or usual contact details (e-mail address, phone numbers and fax) and any party which fails to notify, shall be fully responsible for any consequences thereof and of the other party continuing to use the original contact details.

Vistra 卓佳及客户承诺在其地址或常用联系方式(电子邮件地址、电话号码及传真)发生任何变更的七(7)日内通知对方，且未能发出通知的任何一方须对此产生，以及另一方继续使用原来的联系方式产生的任何后果承担全部责任。

- 10.9 The Client undertakes and warrants that the Client is authorised (where applicable, by the proposed directors and shareholders of the Client or the Company, as the case may be) to instruct Vistra to provide the Services. If the Client is a professional advisor or other intermediary acting on behalf of the Company or any other party using or benefitting from the Services (collectively, the “**End Client**”), the Client, in this context being an intermediary (the “**Intermediary**”), also represents and warrants that:
- 客户承诺并保证客户被授权 (如适用，则由客户或公司的拟委任董事以及股东授权 (视情况而定)) 指示 Vistra 卓佳提供服务。如果客户是代表公司或使用服务或从服务中受益的任何其他方的专业顾问或其他中介 (统称为「**最终客户**」)，则在这种情况下，客户为中介 (「**中介人**」) 陈述并保证：
- (a) the Intermediary has made the End Client aware of these Terms and in particular, the limitations on Vistra’s liability, and the End Client has accepted these Terms;
- 中介人已使最终客户了解本条款，尤其是对 Vistra 卓佳责任的限制，并且最终客户已接受本条款；
- (b) if applicable, the Intermediary has made the End Client aware of any additional terms and conditions, agreements, contracts and/or Statements of Work Vistra and the Intermediary have entered into or will enter into pursuant to, or in connection with these Terms (collectively, “**Additional Terms**”), and the End Client has accepted the Additional Terms; and
- 如适用，中介人已使最终客户了解 Vistra 卓佳和中介人根据本条款或与本条款相关已订立或将要签订的任何附加条款和条件、协议、合同及/或工作说明书 (统称「**附加条款**」)，并且最终客户已接受该附加条款；及
- (c) the Intermediary agrees to indemnify Vistra and any of its affiliated companies and its/their respective officers, directors and employees (collectively, the “**Indemnified Parties**”), and keep any of the Indemnified Parties indemnified against any liabilities, losses, damages, costs and expenses which any of them may incur as a result of any breach of any of the warranties included in this Clause, including resulting from any claim from an End Client against any of the Indemnified Parties.
- 中介人同意弥偿 Vistra 卓佳以及其任何关联公司及其各自的高级管理人员、董事和雇员 (统称「**受偿方**」)，并使任何受偿方免受因违反本条款中提及的任何保证(包括因最终客户对任何受偿方提出的任何索赔)而导致任何受偿方可能招致的任何责任、损失、损害、成本和费用。
- 10.10 The Client undertakes and warrants that it will not engage, and will not knowingly permit the Company to engage, in any activity, practice or conduct which would constitute an offence under any anti-bribery or anti-corruption law applicable to the Client, the Company or to Vistra, and further that the Company has not been established nor will it be used to handle, conceal or utilise in any way assets derived from or related to the proceeds of any criminal conduct including, but not limited to, tax fraud or evasion, money laundering, drug trafficking, arms dealing, or terrorism. 客户承诺并保证不会从事，也不会在此知情的情况下允许公司从事任何根据适用于客户、公司或 Vistra 卓佳的任何反贿赂或反贪污法律而构成犯罪的活动、实践或行为，同时进一步承诺并保证公司不因处理、隐瞒或以任何方式利用任何犯罪行为 (包括但不限于税务欺诈或逃税、洗钱、贩毒、军火交易或恐怖主义) 所得或与之有关的资产而成立的，同时保证公司也不会被用于上述犯罪行为。
- 10.11 The Client undertakes and warrants that it will not utilize any of the Services to evade paying tax liabilities and will not knowingly permit the Company to engage in any activity, practice or conduct which would constitute a tax evasion offence under applicable law. 客户承诺并保证，其不会利用任何服务来逃避纳税义务，也不会在此知情的情况下允许公司从事根据适用法律构成逃税罪的任何活动、实践或行为。
- 10.12 The Client undertakes and warrants that it will:
- 客户承诺并保证：
- (a) comply with, and will not knowingly permit the Company to fail to comply with, all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force; and
- 会遵守，也不会在此知情的情况下允许公司不遵守不时生效的所有适用的反奴役和人口贩运法律、法令和法规；及
- (b) not engage, and not knowingly permit the Company to engage in, any activity, practice or conduct that would constitute an offence under applicable anti-slavery and human trafficking laws.
- 不会从事，也不会在此知情的情况下允许公司从事任何根据适用的反奴役和人口贩运法律构成犯罪的活动、实践或行为。
- 10.13 In case the Services are comprised of Vistra supplying (a) director(s) or officer(s) to the Client and/or the Company, the Client undertakes and warrants that it shall procure and maintain appropriate directors’ and officers’ (“**D&O**”) insurance with reputable insurers for the duration of such Services provision and for a period of no less than two years thereafter. Such D&O insurance shall include and cover Vistra and any Nominee serving as directors or officers of the Client and/or the Company from time to time. The Client shall provide a copy of such D&O insurance policy to Vistra and the relevant Nominee upon their request.
- 如果服务涉及 Vistra 卓佳向客户及/或公司提供董事或高级管理人员，则客户承诺并保证其应在提供此类服务期间以及此后不少于两年的时间，促使并维持向信誉良好的保险公司购买适当的董事及高级管理人员 (「**董事及高管**」) 保险。此类董事及高管保险应包括并涵盖不时担任客户及/或公司董事或高级管理人员的 Vistra 卓佳以及任何代理人。客户应 Vistra 卓佳和相关代理人的要求，向其提供此类董事及高管保险单之副本。

11. Indemnity 赔偿

11.1 The Client will fully defend, indemnify and hold harmless Vistra, any Nominee, and any Vistra Group company, including all of its and their respective directors, officers, staff, agents and subcontractors, against any and all costs, expenses, claims, demands and liabilities for which any of them may become liable and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against any of them or which may be incurred or which may arise directly or indirectly by reason of any act or anything done, or services performed by Vistra or any Nominee in relation to and pursuant hereto or by reason of anything omitted to be done or any failure to do or perform any act or service which ought to have been done or performed by Vistra or any Nominee in relation to and pursuant hereto or in connection with an instruction reasonably believed by Vistra to be given by the Client or the Company. In the event that any claim is made and which may entitle Vistra or any of the parties stated above to seek an indemnity from the Client, then Vistra shall inform the Client of the details of any such claim as soon as reasonably practicable after becoming aware of such claim, and Vistra shall be entitled to determine whether it wishes to participate in or to control the defence of that claim.

客户将全力为 Vistra 卓佳、任何代理人及任何 Vistra 卓佳集团公司 (包括其各自及他们各自的所有董事、高级管理人员、员工、代理及分包商) 就前述任何一位人士直接或间接因 Vistra 卓佳或任何代理人作出的与本条款相关和根据本条款作出的任何行为或事宜或履行的服务、或因遗漏做出或未能做出或履行任何 Vistra 卓佳或任何代理人与本条款相关和根据本条款应当作出或履行的行为或服务、或与 Vistra 卓佳合理认为由客户或公司发出的指示有关的任何事宜而可能对前述任何一位人士提起或作出或招致或产生的所有行动、诉讼、法律程序、申索或诉求及上述人士可能承担的任何及所有成本、费用、索赔、诉求及责任做出抗辩、赔偿并令其免受损害。倘若其他方提出任何可能令 Vistra 卓佳或上文所述任何一方有权自客户处寻求赔偿的申索, 则 Vistra 卓佳须在获悉有关申索后在合理的实际可行的范围内尽快通知客户任何有关申索的细节, 及 Vistra 卓佳有权决定其是否希望参与或控制对该申索的抗辩。

11.2 The indemnities herein are made without prejudice to any other indemnities given by the Client or any other party.

根据本条做出的赔偿不损害客户或任何其他方给予的任何其他赔偿。

12. Successors, Assigns and Subcontractors 继任人、受让人及分包商

The obligations of the Client herein contained (which are joint and several if there is more than one Client) shall bind the legal representatives, assigns and successors of the Client and shall not be affected by any change in the shareholding or composition of Vistra or in the identity of any Nominee. The Client's agreements and obligations herein contained shall not be affected by any change in the shareholding or composition of Vistra or in the identity of any Nominee and shall be for the benefit of any successors or assigns of Vistra or any Nominee. The obligations of the Client under these Terms may not be assigned or transferred without the prior written consent of Vistra. Any substitution by Vistra or a Nominee of another Nominee shall be deemed not to affect or to cancel any benefit enuring to Vistra to the intent that the Client shall if called upon to do so, novate and meet any contractual obligation to answer such benefit without set-off or counterclaim, or for such benefit to be demanded. Vistra may assign, transfer or subcontract the whole or any part of the Services and/or these Terms, including any agreement (including any Statement of Work) subject to these Terms, to any Nominee (including any other Vistra Group company) or to any entity acquiring all or substantially all of Vistra's assets without the prior written consent of the Client.

本条款中所载之客户责任(如果存在超过一名客户, 则为连带责任) 须对客户合法代表、受让人及继任人具有约束力及不受 Vistra 卓佳股权或组成或任何代理人身份的任何变更的影响。本条款中所载客户约定及义务不受 Vistra 卓佳股权或组成或任何代理人身份的任何变更的影响且有利于 Vistra 卓佳的任何继任人或受让人或任何代理人。未经 Vistra 卓佳事先书面同意, 客户不可转让或转移其在本条款项下的义务。由 Vistra 卓佳或代理人代替另一名代理人须视为不影响或不会取消 Vistra 卓佳享有的任何利益, 以使客户应要求, 为回应相关利益 (不做出抵销或反诉), 或实现所要求的利益, 修改并履行任何合同义务。Vistra 卓佳可在未经客户事先书面同意的情况下, 将服务及/或本条款 (包括受本条款约束任何约定 (包括任何工作说明书)) 的任何部分转让、转移或分包给任何代理人 (包括任何其他 Vistra 卓佳集团公司) 或取得 Vistra 卓佳全部或绝大部分资产的任何实体。

13. Amendments 修订

Vistra may amend these Terms at any point of time by altering, adding or deleting any or all of them and publishing the same on its website or otherwise communicating the same to the Client, or making any new terms and/or conditions and in particular, but without prejudice to the generality thereof, may alter the Fees and may also appoint or introduce a substitute to act in place of any Nominee.

Vistra 卓佳可随时通过以下方式修订本条款: 修改、添加或删除本条款中的任何或全部条款并将其公布在其网站上或以其他方式传达给客户, 或制定任何新条款和 / 或条件, 尤其是(但不损害相关一般性原则), 可调整服务费及亦可委任或介绍一名替任人来代替任何代理人事。

14. Termination 终止

14.1 Vistra or any Nominee may at any time terminate the engagement with the Client and/or any Statement of Work by written notice to the Client, the Company or the Authorised Person with immediate effect, without any notice period requirement or liability and at the absolute discretion of Vistra. In the event of any termination, Vistra may terminate any Nominee's nomination and cease doing any acts or performing any Services on behalf of the Client and the Client shall procure that all such acts are done as may be necessary to give effect to such termination or to secure the appointment of substitutes. Vistra or any Nominee may require the Client to execute documents (in blank if necessary) to give effect to these provisions and Vistra or any Nominee are expressly authorised to date and complete and to utilise such documents in the event of such termination so as to give effect thereto and to the appointment of substitutes. Vistra or any Nominee may require the Client to pay any sums owed to Vistra or any Nominee by the Client in respect of Services and other costs incurred up to the date of termination. If such sums or costs are not paid within thirty (30) days of demand for payment, Vistra or the Nominee may arrange for their settlement out of monies held by the Company, or otherwise may sell such securities as may be held by Vistra or the Nominee and appropriate the proceeds of such sale towards the settlement of such sums. Vistra 卓佳或任何代理人可无通知期限且无责任地随时通过向客户、公司或获授权人士发送书面通知立即终止与客户的合作及 / 或任何工作说明书, 且由 Vistra 卓佳全权酌情决定。倘发生任何相关终止, Vistra 卓佳可终止任何代理人提名及停止代表客户做出任何行为或履行任何服务

及客户须促使采取令相关终止生效或为确保替任人获委任而可能属必要的所有相关行动。Vistra 卓佳或任何代理人可要求客户订立文件(预留空白(如必要))以令该等条文生效,且 Vistra 卓佳或任何代理人均明确获授权在该等终止发生时填写该等文件的日期并完成及使用该等文件,以使其生效及委任替任人。Vistra 卓佳或任何代理人可要求客户支付其就服务应付 Vistra 卓佳或任何代理人的任何款项及终止日期之前产生的其他成本。如客户未在 Vistra 卓佳或代理人提出付款要求后三十(30)日内支付该等款项或成本,Vistra 卓佳或代理人可安排自公司持有的款项中结算,或可出售可能由 Vistra 卓佳或代理人持有的证券及将出售所得款项用作该等款项的结算。

- 14.2 In the event that (i) Vistra becomes aware that any of the Client, its affiliate(s), the Company or the Authorised Person becomes a Sanctioned Party or conducts any transaction or has any relationship with a Sanctioned Party, or (any part of) the performance of these Terms (including the provision of any Services by Vistra) becomes a Sanctioned Activity, (ii) the Client, its affiliate(s) or the Company is unable to pay its debts as they fall due, (iii) a receiver, administrator or trustee in bankruptcy is appointed over or in relation to the Client's or the Company's assets, (iv) a resolution is passed, or an order made for the Client's or the Company's winding up (or an event occurs within the jurisdiction of the country in which the Client or the Company is situated which has a similar effect to any of these); or (v) the actions or identity of the Client, the Company or any person connected with the Client, or the Company have caused or are likely, in Vistra's opinion, to cause Vistra or any of Vistra Group companies to be in breach of applicable laws and regulations or to incur any liability in any country or jurisdiction whatsoever or to damage in any way Vistra's reputation or the reputation of any of Vistra Group companies, Vistra shall have the right at its discretion to (partially or fully) terminate the engagement with the Client and any Services with or without notice and without liability.
- 倘若(i)Vistra 卓佳得知任何客户、其关联公司、公司或获授权人士成为受制裁方或与受制裁方进行任何交易或有任何关系,或履行本条款(任何部分)(包括 Vistra 卓佳提供的任何服务)成为受制裁活动;(ii)客户、其关联公司或公司无力偿还到期债务;(iii)就客户或公司资产或与客户或公司的资产相关而委任破产接管人、管理人或受托人;(iv)就客户或公司清盘通过决议案或作出命令(或在客户或公司所在国家的司法管辖区内发生与上述任何事项具有类似影响的事件);或(v)客户、公司或与客户、公司有关连的任何人士的行动或身份已导致或可能导致(根据 Vistra 卓佳意见)Vistra 卓佳或任何 Vistra 卓佳集团公司违反适用法律法规,或在任何国家或司法管辖区招致任何责任,或以任何方式损害 Vistra 卓佳或任何 Vistra 卓佳集团公司的声誉,Vistra 卓佳有权自行决定(部分或全部)终止与客户的合作和任何服务,无论是否发出通知且无须承担责任。
- 14.3 The Client may at any time terminate the engagement of Vistra and/or any Statement of Work by ninety (90) days advanced written notice to Vistra. In the event of such termination, upon the Client's request, Vistra or the Nominee shall return to the Client all documents papers and files relating to the Company provided that all Fees and disbursements payable in accordance with the engagement of Vistra shall then have been paid up to date by or on behalf of the Client, provided that Vistra may retain copies of any such documents, papers and files in accordance with Vistra's applicable document retention policies.
- 客户可随时通过提前九十(90)天向 Vistra 卓佳发出书面通知终止聘用 Vistra 卓佳及/或任何工作说明书。倘发生相关终止,Vistra 卓佳或代理人须按客户要求向客户返还与公司有关的所有文件及文档,前提是,迄今为止,根据聘用 Vistra 卓佳应支付的所有服务费及杂费当时已由客户或客户代表付清,但 Vistra 卓佳可根据 Vistra 卓佳适用的文件保留政策保留任何有关文件及文档的副本。
- 14.4 Notwithstanding such termination by Vistra or any Nominee or the Client, the exclusions of liability contained in Clause 9 and the indemnities contained in Clause 11 above shall endure for the benefit of Vistra, any Nominee and any other party stated therein during the term of the engagement, any Statement of Work, as well as after termination of the engagement.
- 尽管 Vistra 卓佳或任何代理人或客户终止合作,但上文第 9 条中所载责任免除及第 11 条中所载赔偿须在合作、任何工作说明书的期限内以及在合作终止后为 Vistra 卓佳、任何代理人及本条款中所述之任何其他方的利益继续有效。

15. Data Protection, Consent to Sharing, Confidentiality and Records 资料保护、同意共享、保密及记录

- 15.1 Vistra shall use the information that it obtains from the Client for the purpose of administering the Company, the provision of the Services or of any other services to the Client and the carrying out of activities, including but not limited to, customer relationship management, internal marketing and business development, auditing, risk assessment, fraud and crime prevention. In administering the Company or providing any Services or other services to the Client or carrying out the activities described above, the Client agrees and explicitly consents to these Terms, to Vistra, whenever it deems fit, sharing with and transferring the information and personal data concerning the Client (including but not limited to customer due diligence documentation required and collected by Vistra to meet our statutory and/or internal "know your client" requirements and also for compliance with CRS, FATCA and other applicable disclosure and reporting obligations such as anti-bribery and anti-money laundering laws) to any Nominee and any other Vistra Group company, including their respective officers, directors, employees, agents, insurers, auditors and advisers located anywhere in the world provided they are operating under appropriate agreements. In addition, Vistra shall be entitled to disclose information about the Client to any regulatory and governmental bodies wherever and whenever it shall deem fit. Vistra may from time to time use the Client's and/or the Company's names and logos on its website and in its promotional materials to state that the Client and/or the Company are clients of Vistra and its Services.
- Vistra 卓佳应出于以下目的使用自客户取得的相关资料:管理公司、向客户提供服务或任何其他服务以及开展活动,包括但不限于客户关系管理、内部市场营销和业务发展、审计、风险评估、预防欺诈和犯罪。在管理公司或向客户提供任何服务或其他服务或开展上文所述活动时,客户同意及对本条款做出明确准许,许可 Vistra 卓佳在其认为合适之时,与任何代理人及任何其他 Vistra 卓佳集团公司,包括各自世界各地的高级管理人员、董事、雇员、代理人、保险公司、审计师及顾问共享及向其移转与客户有关的资料及个人数据(包括但不限于 Vistra 卓佳所需及收集的尽职调查文件以符合我们的法定和/或内部「认识你的客户」要求,亦为遵守 CRS、FATCA 和其他适用披露及报告义务(如反贿赂和反洗钱法)),前提是他们根据适当的协议运作。此外,Vistra 卓佳有权在其认为合适的时间及地点向任何监管和政府机构披露有关客户的资料。Vistra 卓佳可不时在其网站和促销材料中使用客户及/或公司的名称和商标,以表示客户及/或公司是 Vistra 卓佳及其服务之客户。
- 15.2 Subject to the above and unless Vistra shall have the right or duty to disclose or is permitted or compelled to do so by law or to meet regulatory and/or licensing requirements, Vistra shall not disclose or process any information or personal data about the Client or the Company without the prior consent of the Client or an Authorised Person.

除上述规定外，除非 Vistra 卓佳有权或有义务披露或获法律允许或法律强制或为符合监管和 / 或许可规定进行披露，否则未经客户或获授权人士的事先同意，Vistra 卓佳不得披露或处理与客户或公司有关的任何资料或个人数据。

- 15.3 The Client agrees that, unless and until Vistra is notified otherwise that such information is not required, Vistra may from time to time advise the Client of products and services offered by Vistra or other Vistra Group companies that it believes would be of interest.
客户同意，除非及直至 Vistra 卓佳另行获通知不需要有关资料，否则 Vistra 卓佳可不时向客户建议其认为客户会感兴趣的由 Vistra 卓佳或其他 Vistra 卓佳集团公司提供的产品和服务。
- 15.4 The Client has the right to check the personal data and information that Vistra holds and collects about the Client and to access such data; to require Vistra to correct any data and information relating to the Client which is inaccurate; and, to ascertain the policies and practices of Vistra in relation to such data and to be informed of the kind of data held by Vistra.
客户有权核查及获取 Vistra 卓佳持有及收集的关于客户的个人数据及资料；要求 Vistra 卓佳纠正与客户有关的不准确的任何数据及资料；及确定 Vistra 卓佳关于该等资料的政策及惯例以及获悉 Vistra 卓佳持有的资料类型。
- 15.5 The Client acknowledges and approves that Vistra may destroy all records of the Client including any confidential information in respect of the Client in accordance with applicable laws and regulations and subject to any of Vistra's relevant data retention policies and practices.
客户确认及批准 Vistra 卓佳根据适用的法律法规和 Vistra 卓佳的任何相关数据保留政策和惯例，销毁客户的所有记录，包括有关客户的任何保密资料。
- 15.6 The Client and the Company agree that Vistra may take and retain such copies as it thinks fit of any document, record, register, correspondence or any other papers in possession of Vistra that belong in law to the Client. Any document, record, register, correspondence or other papers in possession of Vistra that do not belong in law to the Client remain the property of Vistra.
客户及公司同意，Vistra 卓佳可取得及保留其认为合适的由其持有的但依法属于客户的任何文件、记录、登记册、通讯或任何其他文件的副本。Vistra 卓佳持有的依法不属于客户的任何文件、记录、登记册、通讯或其他文件仍属于 Vistra 卓佳的财产。
- 15.7 The Client agrees that it has read and understood, and agrees to, Vistra's global privacy statement, data protection and data security policies ("Policies") as can be reviewed at <https://www.vistra.com/notices>, <https://www.vistra.com/privacy-notice>, and/or <https://www.tricorglobal.com/privacy-policy> (as applicable), and that the Client has provided the Policies for review to anyone else whose data it may provide to Vistra, and that they have also read, understood and agreed to the Policies.
客户同意其已阅读、理解以及同意 <https://www.vistra.com/notices>、<https://www.vistra.com/privacy-notice> 及 / 或 <https://www.tricorglobal.com/privacy-policy> (如适用) 所载之 Vistra 卓佳的全球隐私声明、数据保护及安全政策(「政策」)，对于客户可能将其数据向 Vistra 卓佳提供的任何其他人士，客户也已向其提供政策以供审阅，且该等人士亦已阅读、理解及同意政策。
- 15.8 The Client acknowledges and agrees that Vistra may change the Policies from time to time, and that it shall be the Client's responsibility to check any such updates from time to time and communicate such updates to anyone else whose data it may provide to Vistra.
客户确认及同意，Vistra 卓佳可不时变更政策，且客户有义务不时核查任何有关更新及将相关更新传达给可能向 Vistra 卓佳提供其数据的任何其他人士。
- 15.9 The Client warrants that it and anyone else whose data the Client provides to Vistra, explicitly agree and consent to the cross-border transfer of any personal data and information provided to and collected by Vistra, including the transfer of such data to any Vistra Group company, any other Nominee, and any third-party entities that have agreed to appropriate confidentiality terms.
客户保证，其及其数据已向 Vistra 卓佳提供的任何其他人士，明确同意及准许向 Vistra 卓佳提供及 Vistra 卓佳收集的任何个人数据及资料的跨境转移，包括将有关数据移交给任何 Vistra 卓佳集团公司、任何其他代理人 and 同意接受适当保密条款的任何第三方实体。
- 15.10 Vistra may aggregate and de-identify any data provided by the Client and use, disclose, distribute, and publish such anonymized data for statistical, analytical, and product enhancement purposes. Such anonymized data will be Vistra's sole property.
Vistra 卓佳可汇总和去标志化客户提供的任何数据，并出于统计、分析和产品改进目的的使用、披露、分发和发布该等匿名数据。该等匿名数据将完全归 Vistra 卓佳所有。
- 15.11 Vistra's files (including any files relating to the Client and/or the Company) may be periodically reviewed by internal auditors employed by the Vistra Group and/or external auditors and/or an independent regulatory or quality control body and the Client consents to this.
客户同意 Vistra 卓佳集团委聘的内部审计师及 / 或外部审计师及 / 或独立监管机构或质量控制机构可能定期审阅 Vistra 卓佳的文件 (包括任何与客户及 / 或公司有关的文件)。
- 15.12 The Client acknowledges that as a result of a number of "Automatic Exchange of Information Agreements" (including the United States Foreign Account Tax Compliance Act (FATCA), the EU Mandatory Disclosure Regime and the Common Reporting Standard (CRS) founded on Article 6 of the Convention on Mutual Administrative Assistance in Tax Matters and/or prevailing legislation and regulation pertaining to taxation matters), Vistra may be obliged to obtain and provide certain Client information to the relevant tax authorities and/or direct to one or more foreign tax authorities (under the terms of the relevant legislation and regulation or, as the case may be, the mechanisms of the particular exchange agreement).
客户确认，由于多份「资料自动交换协议」(包括美国海外账户税收合规法案 (FATCA)、欧盟强制披露规则和基于多边税收征管互助公约第 6 条的通用报告准则 (CRS) 及 / 或与税务事宜有关的现行立法和法规)，Vistra 卓佳可能有义务获取并向相关税务机关及 / 或直接向一个或多个海外税务机关提供某些客户信息 (根据相关法律和法规条款，或 (视情况而定) 相关特定交换协议机制)，在各种情况下他们均可类似地将全部或部分此类信息传递给下一个或多个外国税务机关。

16. Provision of Payment Services 提供支付服务

16.1 The Client refers to one or more accounts (“**Accounts**”) that it has opened or intends to open with any bank(s) and/or other financial institution(s) appropriately regulated by the applicable and appropriate monetary authority or regulatory authority (collectively referred to as the “**Banks**”). Vistra may from time to time be engaged by the Client to provide certain treasury, payment and/or invoicing services, or otherwise to provide signatories to Client’s Accounts or hold funds on behalf of the Client (collectively, the “**Payment Services**”).

客户指其已在或计划在受适用和恰当的金融管理局或监管机构恰当监管的任何银行及/或其他金融机构 (统称「**银行**」) 开立的一个或多个账户 (「**账户**」)。Vistra 卓佳可能不时受客户委托提供若干财务、支付及/或发票服务, 或以其他方式为客户的账户提供签署人或代表客户持有资金 (统称「**支付服务**」)。

16.2 In connection with the provision of the Payment Services, the Client declares to authorize Vistra and any duly authorised individual acting for and on behalf of Vistra (collectively, the “**Authorised Individual(s)**”), with full authority, each acting jointly as well as separately, to perform any or all of the following authorised matters for and on behalf of the Client:

就提供支付服务而言, 客户声明授予 Vistra 卓佳和任何正式授权代表 Vistra 卓佳行事的个人 (统称「**获授权个人**」) 全权, 各自共同及个别, 代表客户执行以下任何或所有授权事项:

(a) to, in its sole discretion, execute or procure to be executed any and all agreements, proxies, mandates, deeds and/or documents, and take or procure to be taken any and all actions on behalf of the Client, which the Authorised Individual(s) may consider necessary or appropriate to operate the Accounts in the name of the Client (collectively referred to as “**Payment Solution(s)**”);

全权酌情决定订立或促使订立任何及所有协议、委任、授权、契约及/或文件, 并代表客户采取或促使采取获授权个人可能认为对以客户名义运作账户而言属必要或恰当的任何及所有行动 (统称「**支付解决方案**」);

(b) to receive or access any information relating to the Accounts as may be reasonably appropriate;

在合理恰当的情况下接收或查阅与账户有关的任何资料;

(c) to, for and on behalf of the Client, set up the Bank authorization (or such authorizations as required) on the relevant Payment Solution(s) to which the Client has subscribed or will subscribe in the manner and form the Authorised Individual(s) deem(s) fit and as indicated or approved by the relevant Payment Solution provider;

代表客户, 以获授权个人认为合适的方式和形式, 和按相关支付解决方案提供商指示或批准, 在客户已订购或将订购的相关支付解决方案上设置银行授权 (或所需的有关授权);

(d) to perform acts of disposition and collection in respect of the Accounts and issue instructions to the Banks in respect of the Accounts (whether through the use of a separate payment solution, payment channel or otherwise), including instructions to debit or credit the Accounts;

就账户处置和收款行为并就账户向银行发出指示 (不论是通过使用独立支付解决方案、支付渠道或其他方式), 包括该账户的借记或贷记指示;

(e) to withdraw such funds from the Accounts or to utilise such funds held by Vistra on behalf of the Client, for payment (either partially or in full) of Fees and charges due to Vistra which are agreed or deemed accepted, without further notice; and

从账户中提取或使用 Vistra 卓佳代表客户持有的资金, 用于支付 (部分或全部) Vistra 卓佳同意或视为接受的服务费和收费, 无需另行通知; 和

these authorised matters mentioned under (a) to (e) above are hereinafter collectively referred to as this “**Authorization**”.

上述(a)至(e)项所述的授权事项以下统称本「**授权**」。

16.3 This Authorisation is valid as per the date on which the Client instructs or allows Vistra to provide Payment Services and continues to be effective and valid until the termination of the engagement with the Client, or at such other time as may be agreed between the parties in writing. Any and all liability incurred under this Authorisation (regardless of which Authorised Individual’s act or omission caused such liability), and whether in contract, tort, strict liability, statute, or any other theory of liability, is exclusively governed by these Terms. For the purpose of this Authorisation, the term “Vistra” as used in the Agreement shall include all Authorised Individuals, as applicable.

本授权自客户指示或允许 Vistra 卓佳提供支付服务之日起生效, 并直至与客户的合作终止或双方可能书面约定的有关其他时间持续生效及有效。本授权项下产生的任何和所有责任 (无论是因获授权个人的作为或不作为导致有关责任), 且无论是在合同、侵权、严格责任、法规或任何其他责任理论中, 均仅受本条款约束。就本授权而言, 协议使用的“Vistra 卓佳”一词应包括所有获授权个人 (如适用)。

16.4 The Client will fully defend, indemnify and hold harmless Vistra, any Authorised Individual, and any Vistra Group company, including all of its and their respective directors, officers, staff, agents and subcontractors, against any and all costs, expenses, claims, demands and liabilities for which any of them may become liable and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against any of them or which may be incurred or which may arise directly or indirectly by reason of any act or anything done, or services performed by Vistra or any Authorised Individual in relation to and pursuant hereto or by reason of anything omitted to be done or any failure to do or perform any act or service which ought to have been done or performed by Vistra or any Authorised Individual in relation to and pursuant hereto or in connection with an instruction reasonably believed by Vistra or any Authorised Individual to be given by the Client.

客户将全力为 Vistra 卓佳、任何获授权个人和任何 Vistra 卓佳集团公司 (包括其和他们各自的所有董事、高级管理人员、员工、代理和分包商) 就直接或间接因 Vistra 卓佳或获授权个人作出的与本条款相关和根据本条款作出的任何行为或事宜或履行的服务, 或因遗漏做出或未能做出或履行任何 Vistra 卓佳或获授权个人与本条款相关和根据本条款应当作出或履行的行为或服务, 或与 Vistra 卓佳或获授权个人合理认为由客户发出的指示有关的任何事宜而可能对前述任何一位人士可能提起或作出或招致或产生的所有行动、诉讼、法律程序、申索或诉求及上述人士可能承担的任何及所有成本、费用、索赔、诉求及责任做出抗辩, 赔偿并令其免受损害。。

17. Client Monies 客户资金

Vistra may, from time to time, hold money on the Client's behalf. Such money may be held in a Trust Account. While Vistra will take reasonable steps to satisfy itself as to the financial standing of the bank into which that money is paid, the Client agrees that, provided that the bank is a licensed bank, Vistra shall not be liable to the Client for any losses incurred (including loss of the funds held on the Client's behalf) in the event that such bank becomes insolvent or is otherwise unable to release the funds held or comply with payment instructions properly given on the due date or at all. Unless otherwise agreed in writing, funds held in a Trust Account or any other Vistra account will not attract positive interest. Any Trust Account or other Vistra account to which Client monies are transferred will be operated, and all funds dealt with, in accordance with the applicable law governing such account(s). The Client is strictly prohibited from providing the bank details of such Trust Account or any such other Vistra account to third parties without Vistra's prior written consent.

Vistra 卓佳可不时代客户持有资金。有关资金可存入信托账户。虽然 Vistra 卓佳将采取合理措施来确保向其支付款项的银行的财务状况，但客户同意，只要银行是持牌银行，则 Vistra 卓佳概不对客户因该银行资不抵债或因其他原因其无法释放所持资金或其无法遵守到期日适当发出的指示或根本无法遵守付款指示所产生的任何损失（包括代客户持有资金的损失）负责。除非另有书面约定，存入信托账户或其他 Vistra 卓佳账户的资金不会产生正利息。客户资金转入的任何信托账户或其他 Vistra 卓佳账户均将根据管辖该等账户的适用法律运作，且所有资金亦据此处理。未经 Vistra 卓佳事先书面同意，严禁客户向第三方提供该等信托账户或该等其他 Vistra 卓佳账户的详细银行资料。

18. Services Not Exclusive 非独家服务

18.1 Neither the nomination of nor the provision of the Services by Vistra or any Nominee is exclusive to the Client. Vistra reserves the right during the term of these Terms to deliver services to other clients whose interests might compete with the Client's or the Company's or are or may be adverse to the Client's or the Company's, subject to Clause 15.

Vistra 卓佳或任何代理人的提名或提供的服务并非客户独有。Vistra 卓佳在遵守第 15 条的情况下，保留在本条款期限内向其他客户提供服务的权利，而这些客户的利益可能与客户或公司的利益存在竞争，或与或可能与客户或公司的利益相悖。

18.2 Vistra may receive, subject to the constitutional documents of the Company and in compliance with applicable laws and regulations, certain benefits, including fees, brokerages, commissions, monetary benefits, paid or provided (whether directly or indirectly) by any party arising from these Terms or in relation to its provision of the Services.

Vistra 卓佳可在根据公司的章程文件且遵守适用法律法规的情况下，获得任何一方因本条款或与其提供服务有关而支付或提供（无论直接或间接）的若干利益，包括费用、经纪费、佣金、金钱利益。

19. Relationship of the Parties 合同方关系

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any partnership, joint venture or other form of joint enterprise, or employment relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

双方之间的关系是独立合同方的关系。本条款中的任何内容均不得解释为在双方之间建立任何合伙企业、合营企业或其他形式的合资企业或雇佣关系，并且任何一方均无权以任何方式代表另一方订立合同或约束对方。

20. Joint and Several Liability 连带责任

In the event the Client is more than one person, then it is the responsibility of the Client to nominate which of those persons Vistra shall take instructions from and in the event that no person is nominated, then Vistra shall be entitled to take instructions from such of the persons as it considers appropriate. Each of those persons shall be jointly and severally liable for the obligations of the Client as stated herein and each person hereby guarantees and warrants compliance by the Client of those obligations and duties.

倘若客户超过一人，则客户有责任指定 Vistra 卓佳应接收哪位人士发出的指示及倘若并无指定人士，则 Vistra 卓佳有权接收其认为合适之人士发出的指示。该等人士中的每一位均须对本条款中所述之客户的义务承担连带责任，及每位人士特此保证及担保客户遵守该等义务及职责。

21. Entire Agreement 完整协议

Unless otherwise agreed in writing, these Terms supersede and replace all previous agreements or understandings between the parties or their representatives in respect of its subject matter.

除非另有书面约定，本条款之条款取代及替换双方或他们的代表之间就本条款主旨事宜达成的所有先前协议或谅解。

22. Notices 通知

Notices to the Client or the Company may be validly given at the addresses specified in any specific Statement of Work or in the case of any party who resides outside the Jurisdiction, at the address of his agent in the Jurisdiction (if any). Notices to Vistra or any Nominee shall be given at the address notified to the Client or the Company from time to time. Any notice sent by facsimile or email shall be deemed served when despatched and any notice served by personal delivery shall be deemed served when it is left at the address and any notice served by prepaid post shall be deemed served forty-eight (48) hours after posting if to an address in the Jurisdiction or five (5) days (including Saturdays) after posting if to an address outside the Jurisdiction.

向客户或公司发送的通知，如发送至特定工作说明书中指定的地址或如任何一方居于司法管辖区以外，可发送至其代理在司法管辖区的地址（如有），则视为有效发送。发送给 Vistra 卓佳或任何代理人的通知须发送至客户或公司不时通知的地址。通过传真或电子邮件发送的任何通知须视为在发出之时送达；通过专人递送送达的通知须视为在将通知留置于相关地址之时送达；及通过预付邮寄送达的任何通知，如发送至司

23. Severability 可分割性

In the event any provision of these Terms and/or any Statement of Work is found to be invalid, void or unenforceable by a court of competence jurisdiction, such provision shall be deemed to have been deleted from these Terms or the relevant Statement of Work and the remaining provisions shall remain in full force and effect.

如果本条款和/或任何工作说明书的任何条款被有管辖权的法院认定为失效、无效或不可执行，则该条款应视为已从本条款或相关工作说明书中删除，其余条款应仍保持完全有效。

24. Electronic Communications 电子通信

The parties may from time to time communicate with each other electronically. However, electronic transmission of information cannot be guaranteed to be secure or error-free and such information could arrive late or incomplete, be intercepted, corrupted, lost, destroyed or otherwise be adversely affected or unsafe to use. Accordingly, the Client accepts the risks associated with, and limitations of, electronic communications, and will deploy industry standard commercially available anti-virus software in respect of its electronic communications.

双方可不时以电子方式彼此沟通。但是，不能保证信息的电子传输将是安全无误的，且该等信息可能会延迟或不完整、被拦截、损坏、丢失、销毁或受到不利影响或无法安全使用。因此，客户接受与电子通信相关的风险和限制，并将针对其电子通信部署行业标准的商用防病毒软件。

25. Governing Law 管辖法律

The validity, construction and enforceability of these Terms shall be governed by and construed in accordance with the laws of the Hong Kong SAR. Disputes arising out of these Terms shall be settled by the courts of the Hong Kong SAR, to whose non-exclusive jurisdiction the parties hereby agree to submit.

本条款的有效性、解释及可强制执行性应受香港特别行政区法例的管辖并据此解释。因本条款产生的任何争议应由香港特别行政区法院解决，双方特此同意接受其非专属管辖权。

26. Rights of Third Parties 第三方权利

Unless otherwise expressly provided herein, a person who is not a party to these Terms shall have no rights to enforce or enjoy the benefit of any terms of these Terms. The consent of any person who is not a party to these Terms is not required to rescind or vary these Terms.

除非本条款另有明文规定，否则非本条款一方的人士无权强制执行或享有本条款任何条款的利益。取消或更改本条款无需任何非本条款一方的人士同意。

27. Disclaimer 免责声明

The Chinese translation (if any) is for your reference only. In case of any discrepancy between the English version and Chinese version, the English version shall prevail.

中文版本(如有)仅供您参考。如英文版本与中文版本之间有任何差歧，概以英文版本为准。