

Terms and Conditions governing access to, and use of, the Vistra Global Entity Platform

These Terms and Conditions (“**GEP Terms**”) constitute a binding contract between Vistra Licence Holdings (BVI) Limited, a company incorporated under the laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (“**Vistra**”) on the one hand, and the Client (acting by its Authorized Users on its behalf) on the other hand, in connection with the portal hosted and maintained by Vistra called “**Vistra Global Entity Platform**” (together any of its related applications, collectively be referred to as “**GEP**”). By accessing and/or using any part of GEP, the Client (acting by its Authorized Users on its behalf) acknowledges that it has read, understood, and agrees to be bound by these GEP Terms. “**Client**” means the relevant person or legal entity that entered into the Agreement (as defined below) with Vistra or any of its relevant affiliated companies. “**Authorized User**” means an employee, representative, agent or independent contractor of the Client, designated by the Client as authorized to access GEP.

In consideration of the foregoing and the mutual covenants and conditions contained in these GEP Terms, Vistra and the Client agree as follows:

- a. GEP comprises an online software-as-a-service platform that provides the Client with the ability to initiate, update and track global entity formation processes. GEP may include Third Party Materials, licensed under their own terms. Subject to, and conditioned on the Client’s and its Authorized Users’ compliance with these GEP Terms, the Terms of Sale of Vistra available at <http://www.vistra.com/bvi/terms>, and any additional agreement that may have been entered into by the Client in respect of GEP (collectively, the “**Agreement**”), Vistra shall, during the agreed term of use and/or subscription to GEP (which shall be coterminous with the duration of the Agreement unless otherwise agreed or unless terminated earlier in accordance with these GEP Terms) (the “**Subscription Term**”), provide Authorized Users with remote electronic access to GEP, except during periods of (i) scheduled downtime; (ii) downtime or degradation due to a force majeure event; (iii) any other circumstances beyond Vistra’s reasonable control including the Client’s or any Authorized Users’ use of Third Party Materials, misuse of GEP, or use of GEP other than in compliance with these GEP Terms and any GEP documentation made available by Vistra; (iv) any suspension of the Client’s or any Authorized User’s access to GEP as permitted by these GEP Terms; or (v) any Authorized User’s inability to access GEP as a result of the Client’s or an Authorized User’s systems or information technology infrastructure. “**Third Party Materials**” means materials and information, in any form or medium, including any software, software-as-a-service, documents, data, content, specifications, products, equipment or components of or relating to or included in GEP that are not proprietary to Vistra.

Access to and use of any such Third Party Materials is subject to the license terms, conditions and restrictions applicable to such Third Party Materials through GEP. Accessing any Third Party Materials within GEP constitutes acceptance of and agreement to the applicable terms and conditions or other agreements governing the access to and use of the applicable Third Party Materials.

Vistra (including its licensors) reserves the right, in its sole discretion and at any point of time, to modify, add to or remove portions, features and/or functionality of GEP without notice to the Client. Vistra moreover reserves the right to enter GEP, including the Client’s account, at any point of time for it to provide the Services, including to technically support GEP.

Subject to, and conditioned on the Client’s and its Authorized Users’ compliance with these GEP Terms, Vistra hereby authorizes the Client and its designated Authorized Users to access and use GEP during the Subscription Term solely for the Client’s internal business purposes. This authorization is non-exclusive and non-transferable. The Client shall be solely responsible for any non-compliance by its Authorized Users with these GEP Terms and any unauthorized use by an Authorized User of GEP.

- b. Nothing in these GEP Terms grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to GEP and any related software, documentation, information, technologies and materials, and any updates, new versions, revisions, improvements and modification to the foregoing (collectively, the “**Vistra Portal Property**”), or the Third Party Materials whether expressly, by implication, estoppel or otherwise. All right, title to and interest in and to any Vistra Portal Property and any Third Party Materials (as well as any applicable rights in patents, copyrights, trademarks or trade secrets) remains exclusively with Vistra, or its relevant third party licensor(s).
- c. GEP, Vistra Portal Property and Third Party Materials constitute trade secrets of Vistra and/or its relevant third party licensor(s). Except as expressly permitted by Vistra, the Client shall not, and shall not permit its Authorized Users or any third party, to (i) copy, modify, translate, frame, mirror or create derivative works from GEP, any Vistra Portal Property or any Third Party Materials; (ii) merge GEP, any Vistra Portal Property or Third Party Materials with other software or materials; (iii) rent, lease, sublicense, sell or otherwise transfer GEP, any Vistra Portal Property or any Third Party Materials to any third-party, including on or in connection with the internet or any time-sharing, service bureau, software as a service cloud or other technology or service; (iv) reverse engineer, decompile, or otherwise attempt to derive the source code for GEP, Vistra Portal Property or Third Party Materials; (v) remove, delete or alter any copyright notices or proprietary notices in GEP or Third

Party Materials; (vi) access or use GEP, Vistra Portal Property or Third Party Materials except as expressly permitted by these GEP Terms; (vii) access or use GEP, Vistra Portal Property or Third Party Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or for any illegal activity; (viii) bypass or breach any security device or protection used by GEP or Third Party Materials or access or use GEP or Third Party Materials other than by an Authorized User through the use of his or her own then valid access credentials; (ix) enter, input, upload, transmit or otherwise provide to or through GEP or Third Party Materials, any information or materials that are unlawful or injurious, or contain, transmit or activate any Virus; (x) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner GEP, Third Party Materials or Vistra's provision of Services to any third party, in whole or in part; or (xi) access or use GEP or Third Party Materials for benchmarking purposes or to develop a competitive service, and shall indemnify Vistra, all members of the Vistra Group, its and their licensors (including in respect of the Third Party Materials), and any of their affiliated companies against any liability, damages, claims, or expenses resulting from its or any of its Authorized User's breach of any of the provisions included in this section c. "Virus" means (i) any program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations; and (ii) any other code typically described as a virus or by similar terms, including a Trojan horse, worm or backdoor.

- d. Vistra (including any of its licensors) may at any point of time, directly or indirectly, suspend, terminate or otherwise deny the Client's, any Authorized User's or any other person's access to or use of all or any part of GEP (including any Third Party Materials), without incurring any resulting obligation or liability, if: (a) Vistra (including any of its licensors) receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Vistra or its relevant licensor to do so; (b) Vistra is or believes it may be breaching any contractual or statutory obligations in providing the Client with access to GEP; or (c) Vistra or its relevant licensor believes, in its good faith and sole discretion, that: (i) the Client or any Authorized User has failed to comply with any material term of these GEP Terms or accessed or used GEP or any Third Party Materials beyond the scope of the rights granted or for a purpose not authorized under these GEP Terms or in any manner that does not comply with any instruction or requirement of GEP documentation made available by Vistra; (ii) the Client or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (iii) the Agreement or Subscription Term expires or is terminated. This section d. does not limit any of Vistra's other rights or remedies, whether at law, in equity or under the Client's Agreement with Vistra.
- e. Where the Agreement has designated the number of Authorized Users, GEP and any Third Party Materials may be accessed and used by no more than the total designated number of Authorized Users for the Subscription Term set forth in the Agreement. Additional Authorized Users and/or access to any additional features or functionality may be requested during the applicable Subscription Term, and require mutual agreement by the Parties in writing, and shall be coterminous with the Subscription Term. An Authorized User's access credentials are personal and may not be shared amongst individuals, but may be transferred to another Authorized User during the applicable Subscription Term.
- f. Where an Authorized User submits or provides any information and/or documents to Vistra on GEP, the Authorized User makes the statements and declarations contained in the Statements and Declarations by Authorized User available at <https://www.vistra.com/client-portals/global-entity-platform/terms-and-conditions>.
- g. Upon the effective date of termination of the Agreement, the Subscription Term to GEP shall immediately terminate and Authorized Users will no longer have access to GEP.
- h. The Client (or Vistra or any of its affiliated companies on behalf of the Client) may enter the Client's applicable Data (as defined below) in GEP or any Third Party Materials to facilitate the Client's use of GEP or any Third Party Materials. Vistra shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Client's Data. Vistra and any of its relevant affiliated companies shall not: (a) modify the Client's Data; (b) disclose or share the Client's Data, except (i) as compelled by applicable law, (ii) as provided in accordance with the Agreement with Vistra or the applicable Statement of Work, Addendum or Services Agreement, (iii) as stated in the Data Processing Addendum available at <https://www.vistra.com/bvi/terms> (if applicable, in which case such document shall be incorporated herein and form an integral part of these GEP Terms), (iv) as permitted by our applicable privacy policy/ies or (v) as permitted by the Client from time to time; or (c) access the Client's Data except as required to provide the Services, GEP, Third Party Materials and/or technical support for the same. Vistra acquires no right, title to, or interest in the Client's Data. The Client warrants that it has all rights, consent(s) and/or licenses required to provide Vistra, its relevant affiliated companies and Vistra's licensors with access to the Client's Data in accordance herewith. The Client shall be solely responsible for the accuracy, quality and compliance with laws or regulations of the Client's Data, and the Client further warrants that such Data shall not contain infringing, libelous, unlawful or tortious material, or any material which violates any third-party privacy rights. Unless applicable laws require otherwise, and subject to the terms of the Data Processing Addendum (if applicable), upon the expiration or termination of the Subscription Term, Vistra shall have no obligation to maintain or provide any of the Client's Data; provided, however, that upon the Client's request prior to termination or

expiration of the Subscription Term or within thirty (30) days after termination or expiration of the Subscription Term, Vistra will provide the Client with an electronic copy of the Client's Data on GEP in a format as designated by Vistra. "Data" shall mean data of the Client, including personal data.

- i. Vistra and its licensors may accumulate and aggregate certain anonymous statistical and related data via GEP in order to improve the performance and functionality of GEP and/or Third Party Materials. Vistra shall not market or sell any such anonymous statistical and related Data to any third-party.
- j. Use of GEP is also governed by our Privacy Policy available at <https://www.vistra.com/privacy-notice>. By using GEP, the Client and its Authorized Users consent and agree to the terms of the Privacy Policy.
- k. EXCEPT AS EXPRESSLY SET OUT IN THESE GEP TERMS, VISTRA DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO GEP, THE VISTRA PORTAL PROPERTY, AND ANY THIRD PARTY MATERIALS.
- l. EXCEPT FOR ANY DAMAGES THE LIABILITY OF WHICH CANNOT BE LIMITED BY LAW, THE TOTAL, AGGREGATE LIABILITY OF VISTRA AND ANY OF ITS AFFILIATED COMPANIES UNDER THE AGREEMENT AND UNDER THESE GEP TERMS (INCLUDING ANY DOCUMENT INCORPORATED HEREIN) IN CONNECTION WITH GEP, THE VISTRA PORTAL PROPERTY, AND ANY THIRD PARTY MATERIALS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF DAMAGES, SHALL BE LIMITED TO US\$5,000.
- m. Vistra may, in its absolute discretion, make amendments to these GEP Terms at any time without any prior notice. Any such amendments will be effective as of the time that such amended GEP Terms are posted on the following website: <https://www.vistra.com/client-portals/global-entity-platform/terms-and-conditions>. If the Client and its designated Authorized Users continue to use GEP after this date, they consent and agree to the amended GEP Terms.
- n. Notwithstanding anything in these GEP Terms, Vistra (including its licensors) reserves the right to deny any access to GEP, or to forfeit any current use of GEP, for any reason whatsoever and at any time, without liability, and without any need to provide any reasons to anybody.
- o. These GEP Terms (including any document referenced herein) shall be subject to the laws and exclusive jurisdiction of the British Virgin Islands. In case of any conflict between these GEP Terms (including any document referenced herein) and the Agreement, the terms included in these GEP Terms shall prevail.