

Terms and Conditions

VISTRA (CHINA) COMPANY LIMITED and VISTRA SERVICES (HONG KONG) LIMITED (each independently and collectively, each time as applicable, referred to as “Vistra”) (各自独立地和统称为「Vistra 卓佳」(每次如适用))

All services provided by Vistra shall be subject to the standard Terms and Conditions available here: <https://www.vistra.com/china/terms>, and I/We, on behalf of myself, the Client and/or the Company, agree to be bound by those standard Terms and Conditions. The standard Terms and Conditions and these terms and conditions herein (collectively “**Terms**”) govern my/our submission of Vistra’s Know-Your-Client (“**KYC**”) Form (“**Form**”) as submitted to Vistra, and any of Vistra’s related services provision (“**Services**”), and by submitting the Form to Vistra I/we agree to these Terms, provided that where any written service agreement, engagement letter or other agreement for provision of services is agreed between us in regard to, or otherwise applicable to the Services, any terms and conditions included therein shall take priority in case of any conflict with these Terms. Any term used herein shall have the same meaning as indicated in the standard Terms and Conditions. For the purposes of these Terms, unless otherwise specified or the context requires otherwise, “I”, “we”, “us” or “our” shall be construed to include the Company(ies) and the Beneficial Owner(s).

Vistra 卓佳提供的任何服务，都受其标准条款条件约束，查阅地址：<https://www.vistra.com/china/terms>。我/我们代表本人，客户和/或公司同意受该等标准条款条件的约束。该等标准条款条件及本条款和条件（统称「**条款**」）适用于我/我们向 Vistra 卓佳提交的 Vistra 卓佳认识您的客户（「**KYC**」）表格（「**表格**」）以及 Vistra 卓佳提供的服务（「**服务**」），并且我/我们通过提交表格我/我们同意这些条款，但是如果双方就约定的服务提供另行签署了与服务有关或以其他方式适用服务的书面服务协议、业务约定书或者其他协议，且其与这些条款的约定有冲突的，则以书面服务协议、业务约定书或者其他协议中的条款和条件为准。本条款和条件中任何术语均应具有标准条款条件中所示相同的含义。就这些条款而言，除非另有说明或上下文另有约定，「我」或「我们」应理解为亦可包括公司以及实益拥有人。

- (a) I/We procure and undertake and warrant 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, 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 execute, will respectively, be true, accurate and lawful in all respects.
我/我们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。
- (b) I/We confirm that my/our funds and any of my/our affiliates’ funds do not arise from, nor will be used for, criminal or any other illegal activities.
我/我们确认我/我们的资金和我/我们任何关联公司的资金不是来自也不会用于犯罪或任何其他非法活动。
- (c) If Vistra is requested to provide fiduciary, directorship, nominee shareholder and/or bank signatory services, or otherwise at Vistra’s request, I/we understand and agree that I/we may be required to submit additional KYC information and sign a separate (Master) Agreement for Provision of Services with Vistra or any other additional services agreement as requested by Vistra.
如果 Vistra 卓佳被要求提供受托人、董事、代名股东及/或银行签字人服务，或应 Vistra 卓佳的要求，我/我们理解并同意我/我们可能需要提交附加的 KYC 信息并与 Vistra 卓佳分别签署服务条款（总）协议或应 Vistra 卓佳要求的任何其他附加服务协议。
- (d) I/We shall also procure, and undertake and warrant, that all obligations on either myself/ourselves 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, will be duly paid. In the event of the Company becoming insolvent, I/We undertake 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.

我/我们还应促使并承诺及保证，将遵守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和因服务而须缴纳的所有税项将会妥为缴付。若公司无力偿债，我/我们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。

- (e) I/We confirm 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 me/us 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.

我/我们确认，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）已建议我/我们就 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。

- (f) I/We agree, undertake and warrant, 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.

我/我们同意、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要求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。

- (g) I/We understand and agree that 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 me/us. For the avoidance of doubt, none of the Vistra Entities carries out any investment or investment advisory business. Except as expressly set forth in this Agreement, 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 me/us/ in deciding whether to engage or subscribe to the Services or take any other action.

我/我们理解并同意 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我/我们任何业务做出任何明示或暗示的保证。为免生疑问，任何 Vistra 卓佳实体均不从事任何投资或投资咨询业务。除本协议明确约定外，任何 Vistra 卓佳实体不得就服务做出任何陈述或保证 (不论明示或暗含)，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，我/我们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。

- (h) I/WE UNDERSTAND AND AGREE THAT, 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.

我/我们理解并同意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。我/我们

- (i) I/WE UNDERSTAND AND AGREE THAT NO VISTRA ENTITY SHALL BE LIABLE TO ME/US, 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 ME/US 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 ME/US 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.

我/我们理解并同意除非相关 **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，对我/我们及/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我/我们负有的任何性质的最高赔偿责任总额，不超过公司或我/我们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。

- (j) I/WE 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 ME/US.

我/我们将全力为 **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协议相关和根据本协议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协议相关和根据本协议应当作出或履行的行为或服务，或与 **Vistra** 卓佳合理认为由我/我们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。

- (k) Unless otherwise provided by applicable laws and/or regulations, any claims sought to be brought or made in connection with the Form or the Services shall be brought or made within two (2) years of the date on which the acts giving rise to the relevant claim were performed.

除适用法律和/或法规另有规定外，提出或进行与表格或服务有关的任何索赔应在引起相关索赔的行为发生之日起两 (2) 年内提出或进行。

- (l) I/We understand and agree that **Vistra** may use the information that it obtains from me/us for the purpose of administering the Company, the provision of the Services or of any other services to me/us 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 me/us or carrying out the activities described above, I/We agree and explicitly consent to **Vistra**, whenever it deems fit, sharing

with and transferring the information and personal data concerning me/us (including but not limited to customer due diligence documentation required and collected by Vistra to meet the 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 me/us to any regulatory and governmental bodies wherever and whenever it shall deem fit. Vistra may from time to time use our names and logos on its website and in its promotional materials to state that we are clients of Vistra and its Services.

我/我们理解并同意 Vistra 卓佳可以出于以下目的使用自我/我们取得的相关资料：管理公司、向我/我们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。在管理公司或向我/我们提供任何服务或其他服务或开展上文所述活动时，我/我们同意并明确许可 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我/我们有关的资料及个人数据（包括但不限于 Vistra 卓佳所需及收集的客户尽职调查文件以符合法定和 / 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）），前提是它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我/我们的资料。Vistra 卓佳可不时在其网站和促销材料中使用吾等的名称和商标，以表示吾等是 Vistra 卓佳及其服务之客户。

- (m) I/We agree that Vistra may take and retain such copies as it deems fit of any document, record, register, correspondence or any other data in possession of Vistra that belong in law to me/us. Any document, record, register, correspondence or other data in possession of Vistra that do not belong in law to me/us remain the property of Vistra. I/We agree that I/we have read and understood, and agree 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 I/We have provided the Policies for review to anyone else whose data I/We may provide to Vistra, and that they have also read, understood and agreed to the Policies. I/We warrant that I/We and anyone else whose data I/We provide 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.

我/我们同意，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我/我们的任何文件、记录、登记册、通讯或任何其他数据的副本。Vistra 卓佳持有的依法不属于我/我们的任何文件、记录、登记册、通讯或其他数据仍属于 Vistra 卓佳的财产。我/我们同意我/我们已阅读、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」），对于我/我们可能将其数据向 Vistra 卓佳提供的任何其他人士，我/我们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。我/我们保证，我/我们及其数据已向 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。

- (n) I/We undertake and warrant that I/we 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 me/us 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.

我/我们承诺并保证不会从事，也不会故意允许公司从事任何根据适用于我/我们或 Vistra 卓佳的任何反贿赂或反贪污法律构成犯罪的活动、实践或行为，同时进一步承诺并保证公司非因处理、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。

- (o) I/We undertake and warrant that I/we will:
我/我们承诺并保证:
- (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, 也不会故意允许公司不遵守不时生效的所有适用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, 也不会故意允许公司从事任何根据适用反奴役和人口贩运法律构成犯罪的活动、实践或行为。
- (p) I/We undertake and warrant that I/We 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.
我/我们承诺并保证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。
- (q) I/We acknowledge that these Terms are subject to the laws of the People's Republic of China (the "PRC"), and that any claim brought hereunder or in connection herewith shall be subject to the exclusive jurisdiction of the courts of the PRC. To the extent that any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms. It shall not affect the enforceability of the remainder of these Terms nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
我/我们确认本条款受中华人民共和国 (「中国」) 法律管辖, 任何与之相关的争议均受中国法院的专属管辖。任何本条款项下的条文被法院或者其他有权机关在任何司法管辖区确认违法、无效或者无法执行, 该条文将不会被视为本条款的一部分, 并且不会影响协议其他部分的可执行性以及该条款在其他司法管辖区的合法、有效或者可执行性。
- (r) In case of any conflict between the English version and the Chinese version of these Terms, the English version shall prevail.
如本条款中英文版本不一致的, 以英文版本为准。

FOR AGREEMENT:

特此同意:

By signing below, I warrant and represent that I am authorized to represent and legally bind the Client and the Company.

经签名如下, 我保证并声明本人有权代表客户并对其具有法律约束力。

Signed by the Ultimate Beneficial Owner / Authorized Signatory / Director of the Client (as applicable):

受益所有人、客户授权签字人或客户董事签署 (如适用):

Name/姓名:

Signature/签名:

Date/日期: