



Terms of Sale – Company Formations – Vistra Licence Holdings (BVI) Limited (v.2024.1)

The following terms and conditions (“**Service Agreement**”) shall apply to all Services provided by 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, or certain (Licensed) subsidiaries of Vistra Licence Holdings (BVI) Limited, to you, and by ordering or receiving the Services, you agree to these terms and conditions, including any terms and conditions contained in the relevant Invoice(s). In the event of any inconsistency between this Service Agreement (including any terms and conditions contained in the relevant Invoice(s)) and any Terms of Engagement, the Terms of Engagement shall prevail.

“Vistra”, “us”, “we” or “our” means Vistra Licence Holdings (BVI) Limited and where the context so requires, the Licence Holder or any other company within our group which provides the Services (in full or in part), “Vistra”, “us”, “we” or “our” shall be construed accordingly.

In addition, where we process any Personal Data (as defined in the Company Formations – Data Processing Addendum as available here: <https://www.vistra.com/bvi/terms> (the “**Data Processing Addendum**”)) in relation to the supply of the Services, the terms of the Data Processing Addendum, if applicable pursuant to its terms, form part of this Service Agreement and shall apply to the Terms of Engagement.

1. “**Invoice**” means an invoice issued by us in connection with the Services (including any other related costs, charges, disbursements and expenses).
2. “**Licence**” means a valid licence issued by the relevant licensing authority which duly authorizes the named entity under such licence to carry out company formation and/or annual registered office and/or registered agent services and/or any other related services in the relevant jurisdiction.
3. “**Licence Holder**” means a Licence holding entity within the group of which Vistra Licence Holdings (BVI) Limited is a part.
4. “**Services**” means all agreed company formation, annual registered office and/or registered agent services, and/or such other services as may be agreed and/or provided by us from time to time.
5. “**Terms of Engagement**” means any contract for Services in written form between Vistra Licence Holdings (BVI) Limited and you.
6. Unless otherwise agreed in the Terms of Engagement, or credit approval has otherwise been advised by Vistra in writing in advance, all payment terms are on a COD basis. You shall make payment for the outstanding amounts in the relevant Invoice(s) (collectively “**Fees**”) in accordance with any terms contained in the relevant Invoice(s), this Service Agreement and/or per any agreed Terms of Engagement.



7. Unless otherwise agreed, Services shall be performed upon our receipt of the Fees due to us. If any amount of the outstanding Fees per the relevant Invoice(s) is not received by us within the due date specified, without limiting our rights or remedies, such outstanding amount of Fees is subject to late payment interest at the rate of 2% per month, calculated on a daily basis until the full outstanding amount per the relevant Invoice(s) is received by us.
8. Payment and liability to us are not dependent on third party payments to our clients.
9. Company kits delivered by us to you are not returnable in any circumstances and all Fees related thereto are non-refundable.
10. Payment of the Invoice(s) on the Fees may be made by such means as indicated or approved by Vistra. For all payments, particularly those made by bank transfer, adequate details (invoice number, company name and copy of bank payment slip) must be provided to Vistra by fax or email promptly following payment to match the payment with the relevant Invoice(s). You shall bear all bank charges involved with the payment, so that Vistra shall receive the full outstanding amount per the Invoice(s). Any loss incurred as a result of Vistra being unable to identify the payment, whether consequential or otherwise, or additional costs, including bank charges, costs or reinstatement or restoration of companies, will be your sole liability and not Vistra's responsibility.
11. US dollar cheques with a value below US\$500 will not be accepted.
12. All payments should be made payable to Vistra Licence Holdings (BVI) Limited or any of our affiliated companies designated by Vistra Licence Holdings (BVI) Limited pursuant to the applicable Terms of Engagement or per the relevant Invoice(s).
13. Official receipts for settlement of the relevant Invoice(s) will be issued to you via email upon your prior written request. If you do not receive an email receipt within 3 weeks of payment, please contact our Credit Control/Finance Department or your relationship manager or the account services team.
14. We undertake to ensure that the Services are performed with reasonable care and skill in accordance with all laws applicable to us and the License Holders and in accordance with generally recognised commercial practices and standards in the industry for similar services.
15. We will use reasonable endeavours to adhere to any dates proposed by either us or you for the provision of Services, however any such date is to be treated as an estimate only and we accept no liability for failure to meet such dates.
16. If you have any enquiries or concerns with any aspect of the Services, please refer to your relationship manager or the account services team at the first instance and we will assist you accordingly as soon as possible. Any significant complaint about the Services should be directed to CFcomplaints@vistra.com. If a satisfactory response to any complaint is not received within 28 days, the complaint may be submitted to the relevant regulator(s).

17. Where we are not incorporated in the jurisdiction in which the entity to whom the Services are being provided (“**Company**”) is incorporated or where the relevant licence(s) is/are held by another company within our group, the Licence Holder or another affiliated company of ours shall provide the relevant Services (in full or in part) to the extent that such Services are required to be performed pursuant to a Licence.
18. WHERE A LICENCE HOLDER PROVIDES SERVICES (IN FULL OR IN PART) PURSUANT TO CLAUSE 17 ABOVE, THE RELEVANT LICENCE HOLDER IN THE JURISDICTION(S) AS SET OUT IN APPENDIX 1 TO THIS SERVICE AGREEMENT SHALL BE THE REGISTERED OFFICE AND/OR REGISTERED AGENT OF RECORD. YOU ACKNOWLEDGE AND AGREE THAT THE LICENCE HOLDER IS CONSTITUTED AS A THIRD PARTY BENEFICIARY TO THIS SERVICE AGREEMENT AND SHALL BE ENTITLED TO ENFORCE THE TERMS EXPRESSLY SET OUT IN CLAUSE 65 OF THIS SERVICE AGREEMENT. FOR THE AVOIDANCE OF DOUBT, VISTRA LICENCE HOLDINGS (BVI) LIMITED IS NOT LICENSED TO CARRY ON THE BUSINESS OF COMPANY MANAGEMENT WITHIN THE MEANING OF THE BVI COMPANY MANAGEMENT ACT 1990, AND ACCORDINGLY DOES NOT CARRY ON OR HOLD ITSELF OUT AS CARRYING ON THE BUSINESS OF COMPANY MANAGEMENT IN ANY JURISDICTION.
19. Neither we, nor any of our affiliated companies appointed as registered agent of a Company, will assume any responsibilities, other than those expressly agreed with you.
20. VISTRA DOES NOT GIVE ANY LEGAL, TAX, AND INVESTMENT ADVICE AND GIVES NO GUARANTEES, UNDERTAKINGS, WARRANTIES AND REPRESENTATIONS WITH RESPECT TO ANY SERVICES PROVIDED BY VISTRA, AND YOU ARE ADVISED BY VISTRA TO SEEK INDEPENDENT PROFESSIONAL ADVICE WHERE APPLICABLE AND APPROPRIATE.

WHILST VISTRA LICENCE HOLDINGS (BVI) LIMITED DOES NOT ITSELF PROVIDE LEGAL ADVICE, IT MAY, AS PART OF, OR IN RESPECT OF THE SERVICES, PROCURE LEGAL ADVICE AND/OR ASSOCIATED LEGAL ADVISORY SERVICES (COLLECTIVELY, “**LEGAL ADVICE**”) FOR AND/OR ON BEHALF OF ITS CLIENTS OR ITSELF FROM AFFILIATED REGULATED LEGAL ADVISORY ENTITIES AND/OR THIRD PARTY REGULATED LAW FIRMS (COLLECTIVELY, “**EXTERNAL ADVISORS**”). VISTRA LICENCE HOLDINGS (BVI) LIMITED DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY ASSOCIATED WITH ANY SUCH LEGAL ADVICE OR EXTERNAL ADVISORS.
21. NO REPRESENTATIONS OR WARRANTIES ARE PROVIDED BY VISTRA OR ANY OF OUR AFFILIATED COMPANIES IN REGARD TO ANY OF THE SERVICES PROVIDED BY US EXCEPT THOSE EXPRESSLY AGREED TO BY VISTRA IN WRITING.
22. NEITHER VISTRA NOR ANY OF ITS AFFILIATED COMPANIES SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES

(INCLUDING BUT NOT LIMITED TO LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF ANTICIPATED PROFITS OR SAVINGS AND ALL OTHER PURE ECONOMIC LOSS) ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICES PROVIDED BY VISTRA.

23. You warrant that you are authorised (where applicable, by the proposed directors and shareholders of the Company) to instruct us to provide the Services. If you are a professional adviser or other intermediary acting on behalf of the Company or any other party using our Services (collectively the “**End Client**”), you also warrant that:
 - (a) you have made the End Client aware of this Service Agreement and in particular the limitations on our liability, and the End Client has accepted the terms of this Service Agreement;
 - (b) if applicable, you have made the End Client aware of the Data Processing Addendum and the End Client has accepted its terms; and
 - (c) you agree to indemnify us and any of our affiliated companies and our/their respective officers, directors and employees, and keep us/ them indemnified against any liability, liabilities, damages, costs and expenses which we/ they may incur as a result of any breach by you of the warranties included in this Clause.
24. Neither Vistra nor any of its affiliated companies will be liable or responsible for:
 - (a) Any failure to perform, or delay in performance of, any of our obligations under this Service Agreement that is caused by you, anyone acting on your behalf, the Company, the End Client, or any third party not under our control;
 - (b) Any failure to perform, or delay in performance of, any of our obligations under this Service Agreement that is caused by the impossibility of the use of public or private telecommunications networks;
 - (c) Interruptions to the flow of data to or from the internet; or
 - (d) The acts or omission of any companies’ registry.
25. Where applicable, you have notified us of the nature of the business of the Company and, to the best of your knowledge, the business activities of the Company in each jurisdiction in which it operates are and will be lawful;
26. You shall at all times provide us promptly and accurately with all such instructions, information and documents as will be necessary or required by us to provide the Services competently or to comply with any law or regulation applicable to you, the Company or to us for the performance of the Services.
27. Electronic communication carries with it the risk of inadvertent misdirection or non-delivery. You, as recipient, are responsible for carrying out a virus check on attachments. Internet communications may be corrupted, and we accept no responsibility for changes to such communications after their dispatch. It may therefore be advisable to get written confirmation of advice provided by email. We do not accept responsibility for any errors or problems that arise through the use of the internet, and you must accept all risks connected with sending

commercially sensitive information relating to you, the Company, the End Client or your/their business.

28. If any instructions are unclear or contradictory, we will refuse to act on those instructions until any ambiguity is resolved to our satisfaction.
29. We shall be entitled to disregard or refuse to act on any instruction which we believe to be unlawful in any jurisdiction to which we, you, the Company or the End Client are subject without being liable to you, the Company or the End Client.
30. Where applicable, you acknowledge and accept that we or our affiliate that is acting as the Company's registered agent, may be required by law to act upon the instructions of the Company or its shareholders. Any such instruction given to us shall override any contradictory instruction which you may give us or our affiliate.
31. In certain circumstances, we are required by applicable anti-money laundering laws to obtain information and documentation to identify and verify you, the Company and/or certain persons connected with you and/or the Company. If you fail to supply any due diligence information or documentation that we have requested we may, without any liability, be unable to provide the Services to you in respect of the Company and we may terminate the Services without liability with immediate effect. We reserve the right to charge you any applicable costs and Fees in respect of the Services and/or obligations that may arise under this Service Agreement.
32. Subject to any Terms of Engagement, if you have engaged Vistra for provision of registered office and/registered agent facilities, the Services shall be provided for a twelve (12) months' period (as indicated in the relevant Invoice(s)), unless otherwise agreed or unless terminated earlier in accordance with this Service Agreement.
33. In addition to any annual licence fees, we will issue an Invoice periodically for:
 - (a) Any filing, registration or tax exemption fee or fine which is payable to keep the Company in good standing; and
 - (b) Any disbursements, outlays and out of pocket expenses incurred in providing the Services.
34. If you require any services other than the agreed Services, we shall charge for these services at our rates in force at the relevant time. We shall explain those rates to you at that time.
35. Where you order the Services using our MyFormations portal (our "**Portal**"), the following provisions shall apply:
 - (a) We will use reasonable endeavours to make available to you at all times our Portal, however it is not practicable to provide such a service uninterrupted, secure or free of faults and we do not undertake or warrant to do so. We shall not, in any event, be liable for any interruptions of, or delays in the provision of the Services when caused by any down-time of our Portal;

(b) We may:

- i. temporarily suspend for the purpose of repair, maintenance or improvement, part or all of those Services reliant upon our Portal generally without notice;
- ii. give or update instructions regarding the use of our Portal, which in our reasonable opinion is necessary to maintain or improve the quality of the Services and any such instructions shall whilst they are in force, be deemed to form part of this Service Agreement; and
- iii. vary the technical specification of our Portal for operational reasons.

We undertake to use reasonable endeavours to restore the use of our Portal as soon as practicable after any such suspension.

(c) Any data, information or material generated, stored, transmitted or used in connection with or via our Portal may be irretrievably lost or damaged in the event of a fault, suspension or termination of the Services, and we disclaim and exclude all liability associated with any such loss or damage. It is your sole responsibility to back-up all such data, information or material.

(d) We give no warranty or assurance that our Portal is free from malicious code (viruses, backdoors, time bombs, trojan horses, etc.). It is your sole responsibility to have installed an up-to-date, industry-standard anti-virus solution on any machine or device used to access the Portal.

36. We may as part of the Services be required, or you may ask us, to classify the Company in accordance with applicable regulations, whether for the purpose of determining economic substance, FATCA/CRS reporting, or any other regulatory compliance requirement. Our classification reports shall be produced based on the information provided by you/the End Client pursuant to the applicable regulations existing at the time. We are not obliged to independently verify the accuracy of such information, although we may need to ask for clarification or for additional information. It is fundamental that you should provide us with all information that is relevant to you, the End Client and/or the Company in connection with the Services, and that you will bring to our attention any matters that may have an impact on the Services. Where issues of contention and/or interpretation become apparent you should obtain formal legal advice, which we could, on your request and subject to our applicable Fees, arrange for you. You shall not disclose any report produced by us to any third party except to your professional advisers, which disclosure should not be made without our prior written consent. To the fullest extent permitted by law, we accept no responsibility or liability to such professional advisers (or any other party) in connection with such report. We reserve the right to charge you Fees for the classification Services and any further extension of reliance provided under this Service Agreement.

37. Specifically, on economic substance reporting Services (the “**ESR Services**”):

- (a) We give no warranty that the information, instructions, documentation and materials provided by you are complete, accurate, correct, true and up-to-date. In particular, we shall in no way be obligated to update or change any information or documentation, unless expressly requested by you in writing and agreed to by us. Where applicable, the appointment of ourselves as the person responsible for filing economic substance returns (the “**Responsible Person**”) and the provision of the ESR Services by us shall not be construed as any kind of advice on legal, regulatory, compliance, tax, financial or other issues, and we strongly recommend that you seek professional advice from your own legal and compliance advisors in this regard.
 - (b) We expressly disclaim any and all liability associated with the provision of the ESR Services, and will moreover neither be responsible nor liable for, and make no warranty or representation whatsoever, either express or implied, as to the risk of any delays and rejections from the relevant authorities and the timeliness of any filing submissions made with the relevant authorities. We shall in no way be held liable or responsible for any loss, costs, expenses, damages, fines and penalties that may be incurred from the provision of, or associated with, the ESR Services.
 - (c) The foregoing disclaimers in Sub-Clauses (a) and (b) above shall continue to apply whether Vistra acts as the Responsible Person or a secondary user, as the case may be, and Vistra shall not be held liable or responsible for the timeliness of any filing submissions made with the relevant authorities.
 - (d) In the event that you or the End Client (as the case may be) act as the Responsible Person, you shall be responsible for (i) providing us with complete, accurate, true and up-to-date information; (ii) providing us with any changes and updates in a timely manner; and (iii) attend to the timeliness of any filing submissions required to be made with the relevant authorities.
 - (e) You agree to indemnify us and any of our affiliated companies and our/their respective officers, directors and employees, and keep us/ them indemnified against any liability, liabilities, damages, costs and expenses which we/ they may incur as a result of any breach by you of your obligations under this Clause.
38. If the provision of any of the Services is terminated for any reason, or does not otherwise proceed to its conclusion, we shall not be required to refund all or any part of the Fees or any other prepaid charges, and we shall also be entitled to make a charge for any completed or partially completed work performed by us.
39. We shall have the right to increase our Fees at any time.
40. We reserve the right to charge you for costs and expenses incurred in recovering late payments (including legal fees and related costs), and to charge a late penalty interest as stated above.

41. VISTRA LICENCE HOLDINGS (BVI) LIMITED RESERVES THE RIGHT TO UNILATERALLY AMEND THE TERMS IN THIS SERVICE AGREEMENT FROM TIME TO TIME, WHICH AMENDMENT SHALL BE COMMUNICATED BY WRITTEN NOTICE TO YOU AND/OR BY POSTING THE AMENDED TERMS ON OUR WEBSITE AT: <https://www.vistra.com/bvi/terms>.
42. As part of our ongoing commitment to ensure the provision of quality Services, our files are periodically reviewed by internal auditors and/or an independent regulatory or quality control body. These reviewers are experienced and professional people and, of course, bound by similar rules for confidentiality as us and our employees.
43. The Services are not intended for sale to or use by a consumer as defined by applicable legislation.
44. Any notice to be given by either party to the other may be sent by either email or fax of the other party as appearing on our invoice or such other email address as such party may from time to time have communicated to the other, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, or if sent by fax shall be deemed to be served on receipt of an error free transmission report.
45. Vistra may terminate this Service Agreement or the provision of Services or any part of the Services at any time by giving not less than thirty (30) days' written notice to the other party subject to the provision that you shall not be entitled to reimbursement of any prepaid fees.
46. In addition, we may terminate this Service Agreement or the provision of any part of the Services by written notice with immediate effect if:
 - (a) You or the Company commit a material breach of obligations under this Service Agreement;
 - (b) Any sum due to us is not paid on its due date;
 - (c) You or the Company are unable to pay your or its debts as they fall due, a receiver, administrator or trustee in bankruptcy is appointed over or in relation to your or the Company's assets or a resolution is passed or an order made for your or the Company's winding up (or an event occurs within the jurisdiction of the country in which you or the Company are situated which has a similar effect to any of these);
 - (d) Any legal proceedings are threatened or commenced against you or the Company;
 - (e) The actions or identity of you, the Company or any person connected with you or the Company have caused or are likely, in our opinion, to cause us or any of our group companies to be in breach of any law or regulation or to incur any liability in any country or jurisdiction whatsoever or to damage in any way our reputation or the reputation of any of our group companies; or
 - (f) Any information, assurance or warranty given to us by you or the Company, whether in this Service Agreement or otherwise, is found to be incorrect, insufficient or misleading in any material respect.

The failure to terminate this Service Agreement or the provision of any part of the Services when any of the events set out in this Clause occurs shall not prevent the termination of this Service Agreement or the provision of any part of the Services at any future time so long as the relevant circumstances subsist at that time.

47. On termination of this Service Agreement, we shall:
- (a) Immediately cease to provide the relevant Services to you (where applicable, in relation to the Company) and block your access to our Portal, and be under no further obligation to maintain the good standing of the Company or to undertake any further actions for the Company save as expressly provided for in this Service Agreement;
 - (b) Procure that any person provided by us as registered agent shall resign from office in accordance with the law applicable in the relevant jurisdiction;
 - (c) Be under no further obligation to receive or forward any correspondence for the Company and may, at our discretion and without incurring any liability, destroy or return correspondence to sender and notify any official registry that the Company may no longer be contacted at our address; and
 - (d) Transfer any documentation of the relevant Company held by us on your behalf to the person that, within seven (7) days of the termination date, you specify to us in writing and, if you do not so specify, to you or the Company, subject to any compliance retention needs.

You agree that Vistra's standard transferring-out Fees may, at our sole discretion, apply where we cease to provide Services to you; and we may suspend any related work and Services, including the return or onward sending of any document belonging to the Company, without incurring any liability, until you have paid such Fees or any other amounts owing to us.

48. On termination of the provision of the Services you shall promptly:
- (a) Procure that the Company appoints a replacement registered agent and so notify us;
 - (b) Procure that the Company arranges an alternative address as the Company's registered office;
 - (c) Procure that the Company takes reasonable steps to notify all the persons to whom our address was given that the Company may no longer be contacted at our address;
 - (d) Within seven (7) days of the termination date, notify us of the name and address of the person to whom any documentation held by us on your behalf and on behalf of the Company should be sent; and
 - (e) Ensure that any other steps are taken to give prompt effect to these changes.
49. We shall not be liable in any way to you, the Company or any other person for any loss or damage whatsoever arising directly or indirectly from the termination of this Service Agreement, the resultant withdrawal of Services or the exercise of our powers pursuant to this Service Agreement.

50. Termination of this Service Agreement is without prejudice to any rights or obligations outstanding or accrued at that date and to the continuing effect of those provisions of this Service Agreement which are expressly or by implication provided to come into effect on, or to continue in effect after, termination.
51. YOU RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY VISTRA (INCLUDING ANY OF ITS AFFILIATED COMPANIES, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS) FROM ALL LOSSES, CLAIMS, DAMAGES, AND EXPENSES INCURRED BY VISTRA (AND/OR ITS RELEVANT AFFILIATED COMPANY/IES, DIRECTOR(S), EMPLOYEE(S), CONTRACTOR(S) AND/OR AGENT(S)) ARISING FROM YOUR USE OF ANY SERVICES PROVIDED BY VISTRA, AS WELL AS AGAINST ANY COSTS, CHARGES AND EXPENSES SUFFERED OR INCURRED BY US (OR ANY OF OUR AFFILIATED COMPANIES) IN ENFORCING THE TERMS OF THIS SERVICE AGREEMENT.
52. EXCEPT IN RESPECT OF CLAIMS FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR AS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL VISTRA'S (INCLUDING ANY OF ITS AFFILIATED COMPANIES, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS') TOTAL LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE) EXCEED FIVE (5) TIMES THE FEES PAID BY YOU TO VISTRA UNDER THIS AGREEMENT IN THE LAST 12 MONTH PERIOD PRIOR TO THE MOMENT GIVING RISE TO THE CLAIM.
53. We shall keep your and the Company's affairs confidential, save and except for, and to the extent that:
- (a) the disclosure is made to you or the Company or to a person whom we reasonably believe to be your or the Company's professional adviser or authorised by you or the Company to act on your or the Company's behalf;
 - (b) disclosure is required by law or regulation or any securities exchange or regulatory or governmental body to which we or any of our affiliated companies is subject wherever situated;
 - (c) we consider it necessary to disclose the information to our professional advisers or any of our affiliated companies provided that we do so on terms protecting the information;
 - (d) disclosure is necessary to provide the Services, to collect the Fees or to defend or commence litigation;
 - (e) the information has come into the public domain through no fault of ours or was disclosed to us without any obligation of non-disclosure; or
 - (f) consent is given by you in writing to the disclosure.

Both parties shall keep confidential the existence of this Service Agreement and its terms except and to the extent that consent is given to the disclosure.

54. You agree to protect our Confidential Information (as defined below) using the same standard of care you use to protect your own confidential and proprietary

information of a like nature, but not less than a reasonable standard of care. You will use such Confidential Information solely for the purposes of performing your obligations, or exercising your rights, under this Service Agreement. You will disclose such Confidential Information solely to those persons with a need to know, and who are bound by appropriate obligations of confidentiality. "Confidential Information" shall include any information that, by its nature, a reasonable person knows or should know is proprietary or confidential. Confidential Information shall, for the avoidance of doubt, include the terms of this Service Agreement and any pricing information.

55. You warrant that you and any End Client 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 applicable legislation.
56. You warrant that you and any End Client will not utilise any Services provided to you to criminally evade paying true tax liabilities and will not knowingly permit the Company to engage in any activity, practice or conduct which would constitute an offence under any applicable laws or regulations.
57. You, on behalf of yourself and anyone else whose data you provide to us, explicitly agree and consent to the cross-border transfer of any personal data and information provided to, and collected by, Vistra or any of its affiliated companies in performing the Services, including the transfer of such data to affiliated companies of Vistra and any third party entities that have agreed to appropriate confidentiality terms. You warrant that you are authorized to provide us any personal data provided to us and/or any of our affiliated companies, and that you comply with and have complied with all applicable data protection and privacy laws and regulations.
58. For a review of our global privacy statement, data protection and data security policies (collectively, "**Policies**"), please visit our website at <https://www.vistra.com/notices> and <https://www.vistra.com/privacy-notice> where you may access or download a copy of such notices, or contact us for more information or to answer your specific questions. You warrant that you have read, understood and agreed to the Policies prior to providing any personal data to us. You warrant that you have also provided the Policies for review to anyone else whose data you may provide to us and/or any of our affiliated companies ("**Data Subjects**"), and that they have also read, understood and agreed to the Policies prior to such data being provided to us and/or any of our affiliated companies. You further represent and warrant that you are entitled to collect any information from the Data Subjects and shall meet all requirements in accordance with applicable laws and regulations, including but not limited to, obtaining any Data Subjects' consent, if and as required, for providing the said data to us. Please note that we may amend these Policies from time to time and it shall be your responsibility to check any such updates from time to time. You hereby acknowledge to have read and agreed to the data processing arrangement and the terms and conditions thereof as summarized in our Policies, and, where so required, to have timely and correctly communicated these to anyone whose data you provide to us.

59. If we fail, at any time during the term of this Agreement to insist on strict performance of any of your obligations under this Service Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under this Service Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
60. We may assign, outsource, subcontract and/or transfer all or any part of our rights, benefits and obligations for performance of Services under this Service Agreement to any of our affiliated companies and any of our current and future business partners, suppliers and (sub)contractors to whom we have outsourced or subcontracted, or intend to outsource or subcontract certain of our business functions, or in the event of merger, reorganisation, sale of all or substantially all of our assets, change of control or operation of law, with or without prior written notice to you.
61. In no event shall Vistra be responsible or liable for any failure or delay in the performance of its obligations under this Service Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, epidemics and pandemics, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Vistra shall use reasonable efforts to resume performance of any Services impacted by such events as soon as practicable under the circumstances.
62. You undertake and warrant that you 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 you, 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.
63. You undertake and warrant that you will:
 - (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
 - (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.
64. This Service Agreement together with the Data Processing Addendum (if applicable) represents the entire Service Agreement between you and Vistra in relation to its subject matter and supersedes and replaces any prior Service Agreement, understanding or arrangement between you and Vistra, whether oral or in writing. We each acknowledge that, in entering into this Service Agreement, neither you nor us has relied on any representation, statement,

undertaking or promise given by the other or be implied from anything said or written in prior negotiations except as expressly stated in this Service Agreement.

65. A person who is not a party to this Service Agreement shall not have any rights under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Service Agreement, except that the Licence Holder may enforce Clauses 22, 23, 24, 25, 26, 28, 29, 31, 36, 49, 50, 51, 52, 53, 54, 55, 56, 57, 61, 62 and 63 of this Service Agreement.
66. This Service Agreement shall be subject to the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in regard to any claims brought hereunder. To the extent that any provision of this Service Agreement 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 this Service Agreement. It shall not affect the enforceability of the remainder of this Service Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

APPENDIX 1

Jurisdiction	Licence Holder
Anguilla	Vistra (Anguilla) Limited
Bahamas	Vistra (Bahamas) Limited
Belize	Vistra (Belize) Limited
The British Virgin Islands	Vistra (BVI) Limited
The Cayman Islands	Vistra (Cayman) Limited
Delaware	Vistra Incorporations (Delaware) Limited
Samoa	Vistra (Samoa) Limited
Seychelles	Vistra (Seychelles) Limited