

KYC Terms & Conditions – Company Formation Services – KYC Form Vistra Licence Holdings (BVI) Limited (v2024.1)

The following terms and conditions (“**Terms**”) shall apply to my/our submission of any Form (as defined below) to Vistra (as defined below) and any of Vistra’s services provided in connection with, in relation to, or as a result of such Forms (“**Services**”), and by submitting such 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.

以下条款和条件（“**条款**”）将适用于本人/吾向 Vistra 卓佳（如下定义）提交的 Vistra 卓佳认识您的客户（KYC）的任何表格（如下定义）以及 Vistra 卓佳提供的相关服务或者此表格涉及或者与此相关的服务（“**服务**”），并且通过提交本表格本人/吾同意，对于该服务如双方就服务提供另有服务协议、业务约定书或者其他协议，且其与本条款的约定有冲突的，则本条款效力优先

“**Vistra**” means Vistra Licence Holdings (BVI) Limited and/or any of its affiliated companies.

“**Vistra 卓佳**”指 Vistra Licence Holdings (BVI) Limited 和/或其关联公司。

“**Form**” means any form, information and/or documents provided to Vistra as required by applicable laws including anti-money laundering laws to obtain information and documentation to identify and verify potential clients and amongst others their shareholders, directors, partners, beneficial owners and controllers.

“**表格**”是指根据相应法律（包括反洗钱法）要求收集信息和文件以识别和验证潜在客户，尤其是其股东，董事，合伙人，实体受益人和控制人，而向 Vistra 卓佳提供的任何表格，信息和/或文件。

- (a) I/We understand and agree that VISTRA DOES NOT GIVE ANY LEGAL, TAX, OR INVESTMENT ADVICE, AND GIVES NO GUARANTEES, UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THIS, AND WE ARE ADVISED BY VISTRA TO SEEK INDEPENDENT PROFESSIONAL ADVICE WHERE APPLICABLE AND APPROPRIATE.

本人/吾等明白并同意Vistra卓佳并不提供法律、税务以及投资建议，亦不会对其提供的服务就这些方面提供任何承诺、保证、担保或者声明，并被Vistra卓佳建议在适当是时候自行获取专业建议。

- (b) I/WE UNDERSTAND AND AGREE THAT NO REPRESENTATIONS OR WARRANTIES ARE PROVIDED BY VISTRA IN REGARD TO ANY OF THE SERVICES PROVIDED BY VISTRA IN CONNECTION HEREWITH (“**SERVICES**”) EXCEPT THOSE EXPRESSLY AGREED TO BY VISTRA IN WRITING.

本人/吾等明白并同意除非Vistra卓佳书面同意，Vistra卓佳并未对其提供的相关服务（“**服务**”）提供任何声明或者担保。

- (c) I/WE UNDERSTAND AND AGREE THAT VISTRA SHALL NOT 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 THE FORM OR ANY SERVICES PROVIDED BY VISTRA.

本人/吾等明白并同意Vistra卓佳不需要对本表格或者任何服务的任何间接损失、意外损失或者损害（包括但不限于商誉、数据、营业中断、预期收益或补偿损失以及

其他纯经济损失) 承担责任。

- (d) I/WE WILL 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 MY/OUR USE OF ANY SERVICES AND MY/OUR SUBMISSION OF THE FORM, AND IN NO EVENT SHALL VISTRA'S (INCLUDING ANY OF ITS AFFILIATED COMPANIES, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS) TOTAL LIABILITY IN CONNECTION WITH THE FORM AND THE SERVICES EXCEED FIVE (5) TIMES THE FEES PAID TO VISTRA IN CONNECTION HEREWITH DURING THE LAST TWELVE (12) MONTHS PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

本人/吾等将免除、豁免、保障Vistra卓佳(包括任何其关联公司、董事、雇员、合作商以及代理)避免遭受并且赔偿Vistra卓佳(包括任何其关联公司、董事、雇员、合作商以及代理)因本人/吾使用服务以及提交的本表格所遭受的所有损失、索赔、损害和费用;在任何情况下,Vistra卓佳(包括任何其关联公司、董事、雇员、合作商以及代理)对本人/吾因本表格和服务承担的责任总额不超过在索赔发生前的12个月内本人/吾支付的服务费的5倍。

- (e) I/We, on behalf of myself/ourselves 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 through the Form, including the transfer of such data to affiliated companies of Vistra and any third party entities that have agreed to appropriate confidentiality terms with Vistra.

本人/吾等代表吾本人以及吾向Vistra卓佳提供数据的任何人,明确同意和接受Vistra卓佳因提供服务而通过本表格收取和收集的任何个人数据信息的跨境传输,包括向Vistra卓佳关联公司传输以及向同意遵守与Vistra卓佳订立相应合理保密条款的任何第三方传输。

- (f) I/We acknowledge that these Terms are subject to the laws of England and Wales, and that any claim brought hereunder or in connection herewith shall be subject to the exclusive jurisdiction of the courts of England and Wales. 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.

本人/吾等确认本条款受英格兰和威尔士法律管辖,任何与之相关的争议均受英格兰和威尔士法院的排他管辖。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。

- (g) I/We acknowledge and agree that Vistra may amend these Terms by written notice to me/us and/or by posting the amended terms on its website.

本人/吾承认并同意,Vistra卓佳可以通过书面方式通知本人/吾和/或通过在其网站上发布修改后的条款来修改本条款。

- (h) I/We acknowledge and agree that I/we may not assign rights under these Terms

without Vistra's written consent. Vistra may assign or transfer its rights under these Terms to other companies within Vistra's group. These Terms will be enforceable against or by a party's permitted successors or assigns.

本人/吾承认并同意，未经Vistra卓佳的书面同意，本人/吾不得转让本条款项下的权利。Vistra卓佳可将本条款项下的权利转让给Vistra卓佳集团内的其他公司。本条款将由或者对一方的继受方或者受让方执行。

- (i) In case of any conflict between the English version and the Chinese version of these Terms, the English version shall prevail to the extent of any such conflict.
如本条款中英文版本不一致的，冲突部分以英文版本为准。