

Terms and Conditions governing access to, and use of, the Vistra Corporate Entity Management Portal

These Terms and Conditions (“**CEM Portal Terms**”) constitute a binding contract between Tricor Services Limited, a company incorporated in Hong Kong with limited liability (“**Vistra**”, together with its affiliates companies, the “**Vistra Group**”) 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 Corporate Entity Management Portal” (together any of its related applications, collectively be referred to as the “**CEM Portal**”). By accessing and/or using any part of the CEM Portal, the Client (acting by its Authorized Users on its behalf) acknowledges that it has read, understood, and agrees to be bound by these CEM Portal Terms. “**Client**” means the relevant person or legal entity that entered into the Agreement (as defined below) with the relevant member(s) of the Vistra Group. “**Authorized User**” means an employee, representative, agent or independent contractor of the Client, designated by the Client as authorized to access the CEM Portal.

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

- a. The CEM Portal comprises an online company secretarial portal that provides the Client with the ability to initiate, update and track corporate governance and compliance processes. The CEM Portal 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 CEM Portal Terms and any other terms and conditions of the Client’s applicable agreement for services with the relevant member(s) of the Vistra Group (the “**Services**”), and any additional agreement that may have been entered into by the Client in respect of the CEM Portal (collectively, the “**Agreement**”), Vistra shall, during the agreed term of subscription to the CEM Portal (which shall be coterminous with the duration of the Agreement unless otherwise agreed or unless terminated earlier in accordance with these CEM Portal Terms) (the “**Subscription Term**”), provide Authorized Users with remote electronic access to the CEM Portal, 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 the CEM Portal, or use of the CEM Portal other than in compliance with these CEM Portal Terms and any CEM Portal documentation made available by Vistra; (iv) any suspension of the Client’s or any Authorized User’s access to the CEM Portal as permitted by these CEM Portal Terms; or (v) any Authorized User’s inability to access the CEM Portal 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 the CEM Portal 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 the CEM Portal. Accessing any Third Party Materials within the CEM Portal 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 the CEM Portal without notice to the Client. Vistra moreover reserves the right to enter the CEM Portal, including the Client’s account, at any point of time for it to provide the Services, including to technically support the CEM Portal.

Subject to, and conditioned on the Client’s and its Authorized Users’ compliance with these CEM Portal Terms, Vistra hereby authorizes the Client and its designated Authorized Users to access and use the CEM Portal 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 CEM Portal Terms and any unauthorized use by an Authorized User of the CEM Portal.

- b. Nothing in these CEM Portal Terms grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to the CEM Portal 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. The CEM Portal, 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 the CEM Portal, any Vistra Portal Property or any Third Party Materials; (ii) merge the CEM Portal, any Vistra Portal Property or Third Party Materials with other software or materials; (iii) rent, lease, sublicense, sell or otherwise transfer the CEM Portal, 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 the CEM Portal, Vistra Portal Property or Third Party Materials; (v) remove, delete or alter any copyright notices or proprietary notices in the CEM Portal or Third Party Materials; (vi) access or use the CEM Portal, Vistra Portal Property or Third Party Materials except as expressly permitted by these CEM Portal Terms; (vii) access or use the CEM Portal, 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 the CEM Portal or Third Party Materials or access or use the CEM Portal 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 the CEM Portal 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 the CEM Portal, Third Party Materials or Vistra's provision of services to any third party, in whole or in part; or (xi) access or use the CEM Portal 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 the CEM Portal (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 the CEM Portal; 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 CEM Portal Terms or accessed or used the CEM Portal or any Third Party Materials beyond the scope of the rights granted or for a purpose not authorized under these CEM Portal Terms or in any manner that does not comply with any instruction or requirement of the CEM Portal 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, the CEM Portal 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. Client undertakes and confirms that each Authorized User has the authority to give instructions to the (relevant member of the) Vistra Group in relation to the Services using the CEM Portal, and members of the Vistra Group may act upon such instructions as if they are given in accordance with 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. Where any Services are ordered through the CEM Portal, such Services shall be subject to the terms of the Agreement (and, by lack of such Agreement, the relevant member of the Vistra Group's applicable standard terms and conditions), and the relevant member of the Vistra Group may charge the Client in accordance with its applicable standard rates, or such other rates as may be agreed in writing.
- f. Upon the effective date of termination of the Agreement, the Subscription Term to the CEM Portal shall immediately terminate and Authorized Users will no longer have access to the CEM Portal.
- g. 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 the CEM Portal or any Third Party Materials to facilitate the Client's use of the CEM Portal 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 Client's Agreement with Vistra or the applicable Statement of Work, Addendum or Services Agreement, (iii) as stated in the Data Processing Addendum available at be <https://www.vistra.com/client-portals/corporate-entity-management-portal/terms-and-conditions> (if applicable, in which case such document shall be incorporated herein and form an integral part of these CEM Portal 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, CEM Portal, 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 the CEM Portal in a format as designated by Vistra. "Data" shall mean data of the Client, including personal data.

- h. Vistra and its licensors may accumulate and aggregate certain anonymous statistical and related data via the CEM Portal in order to improve the performance and functionality of the CEM Portal and/or Third Party Materials. Vistra shall not market or sell any such anonymous statistical and related Data to any third-party.
- i. Use of the CEM Portal is also governed by our Privacy Policy available at <https://www.vistra.com/client-portals/corporate-entity-management-portal/terms-and-conditions>. By using the CEM Portal, the Client and its Authorized Users consent and agree to the terms of the Privacy Policy.
- j. EXCEPT AS EXPRESSLY SET OUT IN THESE CEM PORTAL TERMS, VISTRA DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE CEM PORTAL, THE VISTRA PORTAL PROPERTY, AND ANY THIRD PARTY MATERIALS.
- k. 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 CEM PORTAL TERMS (INCLUDING ANY DOCUMENT INCORPORATED HEREIN) IN CONNECTION WITH THE CEM PORTAL, 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.
- l. Vistra may, in its absolute discretion, make amendments to these CEM Portal Terms at any time without any prior notice. Any such amendments will be effective as of the time that such amended CEM Portal Terms are posted on the following website: <https://www.vistra.com/client-portals/corporate-entity-management-portal/terms-and-conditions>. If the Client and its designated Authorized Users continue to use the CEM Portal after this date, they consent and agree to the amended CEM Portal Terms.
- m. Notwithstanding anything in these CEM Portal Terms, Vistra (including its licensors) reserves the right to deny any access to the CEM Portal, or to forfeit any current use of the CEM Portal, for any reason whatsoever and at any time, without liability, and without any need to provide any reasons to anybody.
- n. These CEM Portal Terms (including any document referenced herein) shall be subject to the laws and exclusive jurisdiction of Hong Kong. In case of any conflict between these CEM Portal Terms (including any document referenced herein) and the Agreement, the terms included in these CEM Portal Terms shall prevail.