

DEFINITIONS

- 1.1 *Admin Charge*: a service charge of up to 5% of Fees and Disbursements, applied once per Contract Year to: (i) individual Disbursements over \$ 1,000 USD (or equivalent); (ii) alternative billing arrangements, e.g. where invoices are directed to Client's Affiliate or subcontractor; or (iii) matters requiring exceptional coordination or administrative effort (e.g. cross-border filings, urgent courier logistics, high-volume filings, etc.).
- 1.2 *Affiliate*: any person or entity that directly or indirectly controls, is controlled by or under common control with a Party, with "control" meaning the direct or indirect ownership of over 50% of voting interests or the ability to direct management or policies.
- 1.3 *Agreement*: collectively the "T&Cs" and any VSA between the Parties, including any expressly incorporated contract, document, or hyperlink.
- 1.4 *AML/KYC*: any Anti-Money Laundering ("AML") and Know-Your-Customer ("KYC") Laws.
- 1.5 *De-identified Data*: data (including aggregated) where identifiers have been removed so that it cannot reasonably identify an individual and is not PII under applicable data protection Laws. De-identified Data shall not be deemed Client Confidential Information or IPR.
- 1.6 *Change of Control* : one or a series of transactions resulting in (i) the transfer of over 50% of voting securities or ownership interests to an unrelated third party; (ii) the sale or transfer of all or substantially all of the transferor's assets to a non-Affiliate third party; or (iii) any spin-off, divestiture, or other separation of a portion of the transferor's business to a non-Affiliate third party or non-Vialto Firm.
- 1.7 *Claim*: any action, demand (including any demand for arbitration), dispute, proceeding, liability, damage, cost, penalty, judgment or settlement (including reasonable legal fees and interest), whether in contract, tort, statute or otherwise.
- 1.8 *Client*: the entity identified as "Client" in the VSA.
- 1.9 *Confidential Information*: any proprietary, sensitive or secret information, including business, financial, operational, pricing and technical data, information subject to professional secrecy laws, IPR, Tool login credentials, Claims details, filings or evidence, and the existence, terms or negotiations of this Agreement or any Work Product. Includes information (i) disclosed by a Party ("Discloser") to the other ("Recipient"); and (ii) marked or reasonably understood as confidential.
- 1.10 *Contract Year*: during the Term, the lesser of (i) the consecutive twelve (12) months beginning on the Effective Date and restarting each subsequent twelve (12) months thereafter; or (ii) the Initial Term agreed in writing or in the VSA.
- 1.11 *Deliverables*: Final, tangible outputs (e.g. reports, filings, applications, calculations) identified in the VSA and designated by Vialto as complete. Excludes Services, Tools, and Work Product unless expressly agreed otherwise.
- 1.12 *Designee*: Client, its Affiliates or either's Personnel, or third parties for whom Client expressly directs a Vialto Firm to perform Work.
- 1.13 *Disbursements*: out-of-pocket expenses reasonably incurred by Vialto in connection with its performance of the Agreement, (including third party fees (such as governmental application or filing fees), travel, shipping, notarization and translation charges).
- 1.14 *Effective Date*: of the Agreement, is the earlier of: (i) the final date of signature of the VSA; or (ii) the date on which Vialto commences the Work.
- 1.15 *Fee*: the amount billable for the Work, which may be fixed, subscription, use- or contingency-based, or otherwise based on time and, unless otherwise expressly stated in a VSA, charged at Vialto's then-current pricing or Standard Billing Rates (respectively) as of the time of delivery. The term "Fee" excludes any applicable late interest, Disbursements, Admin Charges or Taxes.
- 1.16 *Government Authority*: any national, federal, state, provincial, local, municipal, supranational, or other governmental, administrative, fiscal, judicial, legislative, executive, regulatory, or arbitral authority, agency, court, commission, board, tribunal, or other body, whether permanent or temporary, including any quasi-governmental, self-regulatory, professional, or supranational organization, and any subdivision or instrumentality thereof, Lawfully having competent authority over a Party, the Agreement, or the Work.
- 1.17 *Group*: a Party, its Affiliates (and their respective Personnel or Subcontractors). For Client: includes Designees; and for Vialto: includes any Vialto Firm.
- 1.18 *Initial Term*: 12 months, unless otherwise specified on the VSA.
- 1.19 *IPR*: any and all intellectual property rights and any modification, enhancement, and derivative works thereof (including, inventions, original works of authorship, findings, conclusions, data, concepts, improvements, patent applications, patents, trade names, trademarks, trade secrets, works made for hire, licenses, processes, computer programs, software, templates, methodologies, and know-how), whether or not patentable, registrable, or otherwise protectable under Laws, and whether conceived, developed, or reduced to practice alone or jointly.
- 1.20 *Law*: all applicable statutes, regulations, directives, ordinances, codes or decrees, and any binding legislative measures, binding case law, and binding orders, rules, standards, or ethical requirements of any Government Authority (including those mandatorily applicable to the Party's provision of legal or tax services, such as, where applicable, ABA Model Rules of Professional Conduct, SRA Standards and Regulations), as amended, replaced, or re-enacted. "Lawfully" or "Lawful" means in accordance with Law. Party: either Vialto or Client. Individually, each is a "Party," and together they are the "Parties."
- 1.21 *Payment Due Date*: unless otherwise agreed in the VSA, net fourteen (14) days from the date of invoice.
- 1.22 *Personnel*: a Party's and its Affiliates' partners, officers, employees, agents, representatives, advisors, successors and assigns. Excludes the other Party, its Affiliates (and where Vialto is the other Party, any Vialto Firm) and their respective Personnel or Subcontractors.

- 1.23 PII: information relating to an identifiable person, directly or otherwise deemed “Personal Data” as defined under applicable data protection Laws.
- 1.24 Preexisting IPR: IPR owned, developed, acquired, or licensed to a Party Group before the Effective Date or unrelated to the Work, provided it was not materially derived or developed using the other Party’s Confidential Information.
- 1.25 Services: the activities, performances or tasks identified in the VSA as a “Service”, including the creation of Deliverables or Work Product, but excluding Deliverables, Work Product and Tools themselves, (unless expressly agreed otherwise in writing).
- 1.26 Subcontractor: any third party engaged by a Party or Designee to provide products or services (including software, tools, or professional advice), or whose acts or omissions could affect such Party’s or Designee’s ability to comply with this Agreement or applicable Law. “Subcontractor” excludes the other Party, Affiliates of the other Party and, where the other Party is Vialto, any Vialto Firm or its Personnel or Affiliates.
- 1.27 T&Cs: the General Terms and Conditions (“GTCs”), applicable Country Schedule, Service Specific Terms and Conditions (“SSTC”), Terms of Use (applicable solely to Tools) and applicable Standard Billing Rates, each as amended from time to time, including incorporated hyperlinks or documents.
- 1.28 Tools: any digital platforms, software, applications, SaaS, code, interface, APIs or other technology (or any specifications, limitations or instructions for the same) made available by any Vialto Firm, including associated data, content or materials contained in, stored on, or generated by such technology, whether third-party, cloud-based, or otherwise and any IPR associated therewith.
- 1.29 Transition Services: upon the completion, expiry, or termination of any Work or the Agreement (in whole or in part), as determined in Vialto’s sole discretion, the minimum steps Vialto is required by Law to protect Client’s immediate interests, such as: (i) completing work in progress to the extent necessary to avoid material prejudice to Client; (ii) providing notice of key deadlines of which Vialto is aware that fall proximate to termination; and (iii) returning or providing Client with copies, files, data, or Client funds, records, property to which Client is Lawfully entitled, in a reasonably accessible format, subject to Vialto’s right to Lawfully retain copies as permitted by the Agreement. Transition Services exclude any other assistance or materials (including cooperation with Client’s successor providers or obtaining consents or any other performance not required by Law) which, if Vialto agrees to undertake, shall be subject to additional Fees.
- 1.30 Vialto: the entity identified as “Vialto” in the VSA.
- 1.31 Vialto Firm: an Affiliate or independent legal entity identified as a Vialto Firm on Vialto’s Disclosures Page (<https://vialtopartners.com/disclosures>), as amended.
- 1.32 Vialto Service Agreement (or “VSA”): a written instruction, statement of work or order identifying Services, Deliverables, Fees or Tools authorized by or on behalf of Client and accepted by Vialto in writing (including via email) or by performance following a written Client request, accepted in writing by Vialto.
- 1.33 Work: any Services or Deliverables, or applicable Transition Services, excluding Tools.
- 1.34 Work Product: all materials created, used, or developed by or on behalf of Vialto in connection with Work or Tools, including drafts, notes, templates, methodologies, systems, software, Anonymized Data, Preexisting IPR, and related IPR therein or arising therefrom.