

GENERAL TERMS AND CONDITIONS (“GTCs”)

1. DEFINITIONS

Definitions can be found [here](#).

2. SCOPE, CHANGES.

2.1 Vialto will perform the Services with reasonable care and skill, in line with industry standards. Any change requires Vialto’s written approval and may incur additional charges. Vialto will carry out the Work based on the applicable Laws and circumstances at the time of delivery. Work applies only to the intended Designee. Unless agreed otherwise in writing: (i) Vialto is not responsible or liable for monitoring or updating Work after delivery; and (ii) Vialto does not provide exhaustive analysis of new or proposed Laws; in both cases, such Work must not be relied upon without Vialto’s targeted reevaluation or assessment.

2.2 Where Client requests Services to be performed for the benefit of Designees other than Client, including, without limitation, Client Personnel, contractors, Affiliates, or group members, whether existing at the time of this Agreement or hereafter formed or acquired, Client will ensure that those Designees shall comply with the terms of this Agreement as if they were the Client and Client assumes responsibility and liability for such Designees’ respective acts and omissions, including, without limitation, their compliance with the terms of this Agreement and the relevant VSA. Affiliates may not amend, modify or change the terms of the Agreement, except if they enter their own VSA and then any such changes apply specifically to their VSA. Each VSA gives rise to a separate and distinct agreement under these GTCs.

3. **CLIENT RESOURCES.** Client shall appoint a primary contact who can make decisions and respond promptly, including concerning billing and compliance. Vialto is not deemed to have information or knowledge from separate engagements and depends on timely and accurate information, documents, instruction and assistance from Client and may receive and rely on Client Group’s information or instructions without verification or audit. Vialto is not liable for any delays, errors, or issues arising from missing, late or incorrect information. Client must maintain systems and resources needed to access and use the Work and agrees to receive communications and invoices electronically.

4. CHARGES, PAYMENT.

4.1 Fees and Charges. Fees may be fixed, subscription-based or usage-based (see the VSA and Country Schedule). Fixed or subscription-based Fees are earned once allocated, non-refundable and non-cancellable unless Law requires pro-rata adjustment. Additional Disbursements and Admin Charges may apply; Vialto will use reasonable efforts to notify Client in advance if they exceed USD100 (or equivalent). Each Fee may be adjusted annually on each Contract Year anniversary per the VSA.

4.2 Taxes. Excluding Vialto’s income taxes, Client shall pay all levies, duties, taxes (including VAT, GST, sales, use, or withholding), or other charges imposed by Law relative to the Agreement or Work (collectively, “Taxes”); provided, if withholding is required by Law, Client shall notify Vialto before invoice issuance so Vialto can provide exemption or reduction documentation where permitted. Client remains responsible for any impact on deductibility or credits, including any local VAT or other indirect taxes arising from cross-border payments.

4.3 Payment. Invoices must be paid in the agreed currency on the Payment Due Date. Disputes must be raised in writing before the Payment Due Date. Client may not offset payments and overdue amounts may accrue interest and/or charges as per applicable Law of the relevant Country Schedule.

4.4 Suspension. Subject to Law and without prejudice to any of its other rights or remedies, Vialto may pause, withhold or adjust Work if payments are overdue, Client’s financial standing becomes unsatisfactory (in Vialto’s reasonable judgement), expected costs exceed estimates by 10% or more or Client breaches this Agreement or fails to respond to Vialto in a timely manner.

5. CONFIDENTIALITY.

5.1 Use. Recipient must protect Discloser’s Confidential Information with the same degree of care applied to their own Confidential Information, and in any event, no less than reasonable standard of care. Parties can only share Confidential Information with Authorized Representatives (Designees and Affiliates and its and their respective Personnel or Subcontractors) who need it for the Work and who are bound by confidentiality obligations. Each Party is responsible for its Authorized Representatives’ compliance with this Section. Vialto is not required to disclose Work Product except as required by Law. Each Party is responsible for its Authorized Representatives’ compliance with this Section.

5.2 Exceptions. This Section does not apply to information: (i) already Lawfully known without restriction; (ii) independently developed by Recipient; (iii) publicly available; (iv) authorized for disclosure by Discloser (including to complete the Work, e.g., within a Deliverable submitted to a Government Authority in order to achieve the Deliverable’s intended purpose); and (v) required to be disclosed by Law or to enforce Claims (provided Discloser gives Recipient prior written notice where possible and disclosure is limited to what is necessary). Vialto may charge Client for time required to respond to Legal information requests. Client expressly consents to Vialto’s use of Client’s name and logo, and general descriptions of the Work, subject to Laws and confidentiality obligations hereunder for marketing purposes.

5.3 Designee Disclosures. Deliverables may only be used by or relied upon by the Designee for whom they were prepared. Client may be legally prohibited from accessing certain Designee Work. A Designee may disclose Confidential Information to its advisors only if: (i) the advisors are bound by confidentiality and cannot further disclose it; (ii) they give Vialto written third-party enforcement rights; and (iii) they acknowledge the Deliverables are not for their reliance and Vialto has no liability to them. Client must ensure Designees are informed of these obligations before receiving any Work.

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5.4 Destruction or Return. At Discloser’s written request, Recipient and its Authorized Representatives must return or destroy Confidential Information, except where retention is required by applicable Law or professional regulation. This Section continues to apply to any retained Discloser CI; and, if clearly marked/designated in writing as trade secret within twenty (20) days of first disclosure, any trade secret under Law. Client is responsible for keeping all records necessary to support filings or applications.

5.5 Specific Performance. For actual or threatened breach of any CI or IPR obligations, agreeing monetary damages would be inadequate to remedy such breach, each Party is entitled to seek equitable relief (including, injunctions, orders, or other remedies) without undue delay or burden and as permitted by Law, without bond/security or proving actual damages (“Specific Performance”).

6. **DATA PRIVACY.** Each Party must follow all applicable data protection Laws. Vialto acts as an independent controller unless otherwise agreed in writing. For more information, see the [Privacy Statement \(https://vialtopartners.com/legal\)](https://vialtopartners.com/legal).

7. **TOOLS.** Client may designate authorized individuals (“Client Users”) to access or use any Tools, subject to the Tools’ Terms of Use. Login credentials may not be shared. Misuse, unauthorized use or login sharing, disclosure of Confidential Information on the Tools and any non-compliance with the Terms of Use remain Client’s responsibility. Whereas the Agreement governs the Work, the Terms of Use exclusively govern the Tools unless otherwise required by Law or expressly agreed by the parties in writing.

8. **IPR.** Upon full payment, Designee is granted a limited, non-exclusive, non-transferable, non-sublicensable license to use its Deliverable and any Preexisting IPR therein for its internal or personal purposes; provided, any form of disclosure or commercial exploitation, disaggregation, or third party reliance is prohibited except to the extent such Deliverable is strictly necessary for Designee to achieve the purpose (collectively, the “License”). except as expressly agreed in writing, (a) each Party (or its licensor) retains all right, title, and interest in its Preexisting IPR and no right, title, or interest granted in any property or IPR, express or otherwise; and (b) excluding PII or Confidential Information disclosed on Client’s behalf, all Work and Work Product remain Vialto’s (or its licensors) exclusive property, including all IPR arising therefrom and all rights to reuse or transfer. reverse engineering of IPR and unauthorized sharing are prohibited.

9. DISCLAIMERS, INDEMNITY, LIMITATIONS.

9.1 Disclaimers. Vialto does not guarantee outcomes or approvals (or performance timings) from third parties; associated timing estimates are non-binding. To the extent Law allows, Vialto Group: (i) disclaims all representations, warranties and conditions (express, implied, statutory or otherwise), including merchantability, fitness for purpose, accuracy, completeness, reliability, non-infringement; and (ii) has no obligation or liability for: (a) software, systems, information, or materials provided or used by Client; (b) electronic communication risks (including loss, corruption, interception, or unauthorized access); (c) duties to anyone other than Client; or (d) oral advice, or Work Product not stated in a Deliverable. Client assumes all risks related to this Subsection.

9.2 Indemnification. Each Party shall indemnify and hold the other harmless against third-party Claims to the extent finally determined to have resulted from the other Party’s breach of its express confidentiality obligations hereunder, except to the extent resulting from the indemnified party’s gross negligence, fraud, or willful misconduct.

Vialto shall indemnify and hold Client harmless against third-party Claims to the extent finally determined that the Deliverables or Tools as provided by Vialto infringe such third party’s intellectual property rights, provided, however that this indemnity will not cover Claims arising from or related to: (1) the combination of Deliverables or Tools with products or services not provided by Vialto; (2) the modification of Deliverables or Tools by any person other than Vialto; (3) Deliverables complying with or based upon information, specifications or designs provided at Client’s direction; or (4) use of Services, Deliverables, and/or Tools in a manner not permitted under this Agreement or any other agreement between Vialto and Client.

To the fullest extent permitted by Law, Client shall indemnify and hold Vialto Group harmless against third-party Claims arising from such third party’s access to, use of, or reliance on the Services, Deliverables, or Tools, except to the extent resulting from Vialto’s gross negligence, fraud, or willful misconduct in the performance of the Services.

9.3 Limitations on Liability. Vialto expressly disclaims all liability to anyone other than the Client in connection with the Work. Vialto Group’s and Client’s total aggregate liability (including interest) under the Agreement, shall, unless stated otherwise in the applicable VSA, be limited to two (2) times the Fees paid for the relevant Work during the Contract Year. This aggregate cap applies across all Claims, contracts, engagements between Client and any Vialto Firm (including each’s Personnel). The limitations above shall not apply to breaches of Law, breach of third party IPR in Vialto Deliverables or breaches of clause 5 Confidentiality. Vialto Group is only liable for its proportionate share of losses directly and solely caused by it, and neither Client nor Vialto Group shall be liable for data loss from the other Party’s systems, lost profits, goodwill, opportunities, savings, or for any indirect, punitive, special, or consequential damages.

10. **INSURANCE.** Each Party shall maintain adequate insurance which covers potential Claims under the Agreement.

11. TERM, TERMINATION.

11.1 Term. The Agreement starts on the Effective Date, continues for the Initial Term and automatically renews in successive periods equal to the Initial Term (each a “Renewal Term”), unless terminated in accordance with this Agreement. The Initial Term and any Renewal Term

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are collectively the “Term.”

11.2 **Termination.** Subject to survival obligations and Law, neither Party may terminate for convenience during the Initial Term. Either Party may terminate: (i) Work, during a Renewal Term, for convenience with 90 days’ prior written notice; or (ii), the Work for cause if the other Party: (a) materially breaches and fails to cure within 30 days of receiving written notice (5 days for non-payment); (b) becomes insolvent, assigns assets for creditors, has a receiver or administrator appointed, or enters bankruptcy or similar proceedings; or (c) performance of the Agreement or Work would result in a breach of Law or applicable professional regulations.

11.3 **Consequences of Termination.** On termination/expiration of Work or the Agreement, all unpaid Fees, Disbursements, Admin Charges, taxes, outstanding balance on any minimum commitment and any other amounts accrued by Client regarding the Work become immediately due. All Confidential Information shall be returned or destroyed per the “Confidentiality” Section, and any licenses to IPR granted to Client (except any granted under a Designee License) shall immediately expire.

11.4 **Survival.** Termination/expiration does not affect any liability, right or obligation that arose before termination/expiration took effect. Agreement provisions that, by their context or nature, should survive shall survive (including this Section and “Confidentiality,” “IPR,” “Charges; Payment,” “Disclaimers; Indemnity; Limitations,” “Subcontractors,” “Compliance,” “Disputes,” and “General” Sections). Notwithstanding anything to the contrary, the Agreement will survive and continue in effect for any Work that has not been terminated.

12. **SUBCONTRACTORS.** Vialto may engage Subcontractors, including other Vialto Firms, to perform or provide all or part of the Agreement or Work, but remains solely responsible for such Work. Subcontractors have no direct duties, obligations, or liability to any Client Group unless required by Law. Vialto Firms or Subcontractors who perform a material business activity (e.g. activity significantly affecting the quality, timeliness or scale of Vialto’s Work), are listed on the [Disclosures Page \(https://vialtopartners.com/disclosures\)](https://vialtopartners.com/disclosures).

13. **COMPLIANCE.** Both Parties must comply with Laws in all material respects and are not required to act in ways that would violate Law, as counsel reasonably determines. Client ensures Client Group: (i) complies with the Agreement and all anti-bribery/anti-corruption (e.g., U.S. FCPA, UK Bribery Act), AML/CFT (FATF-compliant), sanctions/export control/restricted party obligations, privacy/data protection for PII, and employment, tax, and social security Laws; and (ii) obtains all data it provides, and uses and stores all Work, Preexisting IPR, IPR, CI, and PII, as is Lawful. Client warrants that Client Group is not (a) ≥50% owned or controlled by, or acting on behalf, of any person or entity subject to sanctions, embargoes, or similar restrictions; including any applicable restricted party, asset-blocking, or prohibited transactions list under sanctions or export Laws; and (b) organized, resident, or located in any comprehensively sanctioned jurisdiction. Client will promptly provide information, resources, and assistance reasonably necessary for Vialto Group to comply with Laws (“Information Requests”) and notify Vialto immediately if any part of this Section becomes untrue. See [Disclosures Page \(https://vialtopartners.com/disclosures\)](https://vialtopartners.com/disclosures) for additional notices.

14. **DISPUTES.** Excluding Specific Performance, disputes must first be negotiated in good faith for at least 30 days from first notification. If unresolved, disputes must be brought in the courts identified in the Country Schedule, under that country’s laws, in English. If no jurisdiction or law is stated in the Country Schedule, the laws and jurisdiction of Vialto’s principal place of business apply, regardless of conflict of law principles. Jury trials are waived. No person or entity other than the Parties has any rights, benefits, or remedies under or in connection to the Agreement. Only Client (not Affiliates or third parties) may bring Claims, and only against Vialto. Client must bring all Claims within 1 year of material completion of the underlying Work or from when Client knew, or reasonably should have known, of the facts giving rise to the Claim, whichever is later.

15. GENERAL.

15.1 **Independence.** The Parties are independent contractors. The Agreement creates no employment relationship, joint venture, partnership or general agency. No Party may bind the other unless expressly agreed, except Vialto may act on Client’s behalf as needed to perform the Work or exercise indemnity rights. No Party’s Personnel has any right to compensation, benefits or other employee rights from the other Party.

15.2 **Referrals.** Client consents to use of Client’s (and any consenting Designee’s) PII to refer offerings from other Vialto Firms or third-party providers (each a “Referred Provider”), whose location may be in another jurisdiction. Vialto may have commercial relationships with Referred Providers and may receive financial benefits from such referrals, including fee sharing arrangements (disclosed as required by Law); however, Vialto makes no endorsement or recommendation of any Referred Provider and is not liable for their acts or omissions unless explicitly stated otherwise. Engagement with any Referred Provider is at the sole discretion of Client.

15.3 **Assignment.** Any assignment, transfer, delegation or novation of a Party’s Agreement rights or obligations, whether by Law, Change of Control, or otherwise, is void without the other Party’s prior written consent, such consent not to be unreasonably withheld; provided, Vialto may without consent assign, transfer, delegate or novate any portion of the Agreement, and any receivables or debts, to a Vialto Firm or transferee of all or part of Vialto’s business, including per a Change of Control. The Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

15.4 **Notices.** Legal notices must be in writing and sent to generalcounsel@vialto.com or to 3 More London Riverside, London, SE1 2AQ, United Kingdom (or an updated address) via overnight courier, email, or certified mail, with verifiable delivery confirmation. Notices are received on the delivery date, or the next working day if on a weekend or national holiday in the recipient’s jurisdiction.

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15.5 Force Majeure. Excluding payment obligations, neither Party is liable for delays or failures to perform to the extent caused by events beyond its reasonable control including acts of God, government action/inaction, natural disasters, pandemics/epidemics, war, terrorism, labor disputes, third party service failures and all other similar events. The affected Party will notify the other Party of any force majeure event and use commercially reasonable efforts to mitigate its effects. Either Party may terminate the inhibited Work on written notice if not resumed within 45 days of the start of the force majeure event.

15.6 Interpretation; Waiver. Unless the context requires otherwise: (i) singular includes plural; (ii) “or” means “and/or”; (iii) “including” means “including without limitation”; and (iv) “days” means consecutive days. Any waiver must be in writing and signed by all Parties. Failure to enforce a term is not a waiver and does not prevent later enforcement. No rule of construction applies against any drafting Party. Headings do not affect interpretation. A “Section” or “Subsection” refers to all subclauses.

15.7 Structure; Updates. Each VSA forms a separate contract subject to the Agreement. Without a valid VSA, the Agreement alone neither obligates Vialto to perform, nor entitles Client to receive, any Work, IPR, Confidential Information, or Tool. All hyperlinks and attachments within documents are expressly incorporated therein. All T&Cs are available at (URL link), which is the authoritative source for all current versions. Vialto may periodically update any T&Cs, with the latest versions superseding and replacing in full any prior versions. Notice to Client of material T&Cs changes may be provided via writing/email as required by laws but will not apply retroactively to such notification date. Thereafter, execution of a new VSA or continued use of any Work or Tools constitutes acceptance of the updated T&Cs unless Client timely objects (in which case, the prior T&Cs will continue to apply, unless otherwise agreed).

15.8 Conflicts. For conflicts, the order of precedence is: (1) Country Schedule; (2) any Data Privacy Addendum (“DPA”) (for avoidance of doubt, the Parties’ signature to the VSA shall be deemed the Parties’ signature to the DPA (including, as applicable, with respect to Annex V of the DPA), and the details of the Parties set forth in the VSA shall apply for purposes of completing Annex V of the DPA); (3) Service-Specific Terms and Conditions; (4) Terms of Use (solely in connection with any Tools); (5) VSA; (6) any written agreement expressly incorporated into such VSA; (7) GTCs; and (8) applicable Standard Billing Rates.

15.9 Severability. Any provision held invalid or unenforceable shall be modified to the minimum required to make it valid and enforceable. If modification is not possible, it is deemed severed and inapplicable without affecting the rest of the Agreement. If severed, without prejudice, Vialto may: (i) terminate all or part of the Agreement upon written notice; or (ii) work with Client to revise the affected terms, preserving as much original economic and legal intent as possible.

15.10 Entire Agreement. This Agreement is the Parties’ entire agreement on its subject matter and replaces all prior agreements or communications on the same.