



SERVICE AGREEMENT

This Service Agreement applies to the services the Client and, if applicable, Client's spouse and/or dependent(s), ("You", "Your" or "Client"), has engaged Vialto and governs Vialto's performance of, and Client's use of, the Services (as defined in the Individual VSA and subsection 1.1 below.)

Vialto performs the Services solely on the terms and conditions set forth in the Agreement and on the condition that Client accepts and complies with the Agreement.

The Agreement contains certain indemnities, dispute resolution procedures, disclaimers of warranties, and limitations of liabilities. These provisions affect Your rights, including Your ability to bring legal claims against Vialto.

1 Services

1.1 Services: *The "Services" means only those services (and, if applicable, only those "Deliverables" –as defined below-) described in the Individual VSA and set out in the Fee Schedule. On condition of Your payment in full and successful completion of Vialto's Client acceptance process, as described in the Section of this Service Agreement titled "Anti-Money Laundering/Know Your Customer (AML/KYC)," Vialto will perform the Services with reasonable skill and care and in accordance with applicable professional standards and applicable regulatory obligations. Any service or work not expressly included in the Services is excluded from the scope of the Agreement. You agree that the Services and items and documents provided to You as part of the Services ("Deliverables") are intended for You and those who You represent (if applicable and permitted under the Agreement) only, and only for the purpose for which they were prepared. You may rely only on Vialto's final written Deliverables, and not on oral advice or draft Deliverables.*

1.2 Confidentiality; Referrals: *Vialto will protect Your confidential information in a commercially reasonable manner and in accordance with applicable professional standards and applicable legal and regulatory obligations. You may not disclose or discuss the Services or Deliverables with any third parties or refer to the contents of a Deliverable or the findings of Vialto's Services, except (i) for the purpose for which they were prepared; (ii) in accordance with the request of any relevant government, regulatory or statutory body having the force of law; (iii) with Vialto's prior written consent, (iv) to the extent required by applicable law or regulation, or (v) to Your legal advisors as long as they first agree that the Services and Deliverables are not for their use or benefit, that Vialto accepts no duty or liability to them and that no onward disclosure may be made. Vialto will retain copies of Deliverables, any information and materials relevant to the Services, including Vialto's working papers (which will not be provided to You) and any information or materials provided to Vialto by You or on Your behalf. 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 applicable law or professional rule); however, Vialto makes no endorsement or recommendation of any Referred Provider unless explicitly stated in the referral. Engagement with any Referred Provider is entirely at the sole discretion of Client, respectively; no obligation to accept any referred offering exists, nor will any acceptance or rejection of any referred offering affect a Party's rights or obligations under the Agreement. For purposes of this clause, "PII" means any information relating to an identified or identifiable natural person, identifiable directly or indirectly by reference to identifiers or factors specific to their physical, physiological, genetic, mental, economic, cultural, or social identity, or otherwise deemed "Personal Data" as defined under applicable data protection laws.*

1.3 No Guarantees: *In performance of the Services, the completion of applications and forms often involves matters of interpretation and judgment. Vialto will review with You any potentially contentious filing positions for which it becomes aware during the preparation process. Vialto will advise based upon the legislation, as it reads at the time, the regulations issued thereunder, and the known administrative practices of the applicable authorities, according to Vialto's experience. Vialto makes absolutely no guarantees or assurances with respect to the final outcome in any matter. Vialto cannot control or influence processing time for any agency/public authority.*

1.4 Monitoring/Changes: Unless otherwise agreed in writing or stated in the final Deliverables, You agree Services and final Deliverables will not be updated after the time they were provided to You to account for changed circumstances arising thereafter (including, without limitation, any changes in laws, regulations, industry, market conditions or any other circumstance). You acknowledge that previously performed Services and any Deliverables issued as part of performance of the Services may not be relied upon without reevaluation.

1.5 Additional Services: Materials, items, documents, work or other services requested by You that are outside the scope of the Services are subject to additional fees and charges. To request Additional Services and subject to Vialto's acceptance, Vialto will provide You with an estimate of fees for Additional Services in advance for Your approval.

2 Client Responsibility

2.1 Sufficiency of Services: You confirm that (i) the Services are sufficient for Your purpose, and (ii) in performing the Services, Vialto will not be deemed to have the same information about You from other services or materials provided or performed for You under separate engagements.

2.2 Your Information: You will provide accurate and complete information to Vialto in a timely manner with all necessary consents, rights and/or authorizations to enable Vialto to process such information received from You. Vialto will be entitled to rely on, and will not verify any information provided by, or on Your behalf which relates to the Services. Vialto's performance depends on You performing Your obligations under the Agreement. Vialto is not liable for any loss arising from You not fulfilling Your obligations.

2.3 Your Regulatory Compliance: In connection with Your rights and obligations under the Agreement, You will comply with all laws, rules, and regulations of any jurisdiction applicable to You, including those relating to anti-money laundering, including, without limitation, the USA PATRIOT Act of 2001, and all laws pertaining to anti-bribery and corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"). You represent that You are not (i) a resident of or located in any country embargoed by the United States of America, or (ii) subject to or otherwise named on any sanctions asset blocking list, export denial list, or other prohibited transactions list, directive, rule, or regulation, including any such lists maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and where applicable based on Your Location (as defined below) (e.g., EU Directorate-General for Financial Stability, Financial Services and Capital Markets Union; Australian Department of Foreign Affairs and Trade; Danish Financial Supervisory Authority; Monetary Authority of Singapore; the Swiss Secretariat for Economic Affairs, UK Foreign, Commonwealth & Development Office, etc.). If any of the foregoing becomes untrue, You agree to immediately notify Vialto and Vialto may immediately terminate the Agreement or any or all Services.

3 Privacy, Security and Data Protection

3.1 Privacy Notice: Your use of the Services and the processing of Your personal information is described in the Privacy Notice associated with the Services, Vialto's [Global Privacy Statement](#) and in accordance with applicable laws, regulations and professional standards. Vialto will process personal information in accordance with data protection requirements under applicable laws, regulations and professional regulations.

3.2 Security: Vialto will implement and maintain appropriate administrative, physical, technical, and organizational security measures designed to protect Your personal information in its possession, custody, or control against unauthorized or unlawful processing, accidental loss, destruction and damage, in each case in accordance with applicable laws, regulations and professional standards.

3.3 Disclosures: Vialto may disclose Your information, including personal information (if any) to other Vialto Firms, (including any Vialto Persons of any such Vialto Firms) and to external service providers of Vialto ("Service Providers") as necessary to provide the Services. Vialto will only disclose such information pursuant to an agreement that contains appropriate data protection clauses between Vialto and the relevant Vialto Firms or Service Providers as applicable, who may collect, use, transfer, store or otherwise process Your information in various jurisdictions in which they operate for (i) purposes related to the provision of the Services; (ii) providing You with information, including by means of electronic communication, about us, other Vialto Firms and Vialto or its or their range of services (where, if applicable, You have consented to receive such information); (iii) complying with regulatory and legal obligations to which Vialto is subject; for risk management and quality reviews; (iv) disputes and litigation; and (v) Vialto's internal or external financial accounting/auditing purposes, information technology and other administrative support

services. Vialto may change the Vialto Firms and Service Providers to whom Vialto may provide Your information, provided Vialto otherwise complies with the requirements of this paragraph. "Vialto Firm" means any entity within Vialto's network consisting of (i) affiliated entities and (ii) other independent entities operating as part of Vialto's network. "Vialto Persons" means individual shareholders, partners, members, managers, officers, directors, employees, agents, or representatives of any Vialto Firm.

3.4 Consents: You are responsible for obtaining all consents and authorizations, where required by applicable law, necessary, to share any personal data of other individuals to Vialto in connection with the performance of the Services. In connection with the Services, You must not impersonate any person or entity, post or transmit any material that is inaccurate, defamatory, offensive, indecent, obscene, or unlawful, or provide personal or identifying information about another person without that person's explicit consent.

4 Intellectual Property Rights

Vialto retains ownership of any and all copyright, mark, patent or other intellectual property rights in any documents and materials created by us for You (in whatever form), at all times. You will have the worldwide, non-exclusive, royalty-free, non-sublicensable, non-transferable right to use those documents and materials for the purposes for which they have been prepared for You for the whole duration of statutory intellectual property rights protection thereof. Vialto will own all right, title and interest (including all intellectual property rights therein), in any reports and other materials, methods, techniques, processes, skills, know-how, expertise, ideas, concepts, software, forms or templates and other intellectual property, in each case, created or otherwise acquired by Vialto or its or their licensors prior to or independent of Services or not uniquely applicable to You ("Vialto Materials"). Vialto shall own all right, title and interest, including all intellectual property rights in aggregated or de-identified data sets that do not reasonably identify You. To the extent any of the foregoing Vialto-owned rights, title, or interests do not automatically vest in Vialto, You hereby irrevocably and unconditionally assign, transfer, and convey to Vialto all such rights, title, and interests.

5 Fees, Tax & Payment Method

5.1 Fees and Tax: Vialto's Fees for Services may reflect not only time expected to be spent, but also such factors as complexity, urgency, inherent risks, use of techniques, know-how and research, together with the skills and expertise required of the personnel needed to perform, provide and review such Services. Fees are quoted on the basis of the most common level of effort required to perform Services in each destination country. Vialto retains sole discretion to determine if the complexity of the individual facts and circumstances exceed the contemplated level of effort in the estimated fees and require an increase of fees. In such an event, no work will be performed until You accept such additional fees. Fees are provided exclusive of tax, which will be charged where required by law on Vialto's Fees and on any of Vialto's other costs that are liable to such tax. If You believe that any fees have been incorrectly charged, You agree to promptly notify Vialto. Before filing any chargeback request against Vialto, You agree that You must notify Vialto first and provide Vialto a reasonable opportunity to dispute or otherwise resolve the matter; however, You acknowledge and understand Your filing of a chargeback may result in the immediate termination of this Agreement and the Services without prior intervention of a court or arbitral tribunal. Vialto will invoice You for reasonable out of pocket expenses, admin charges and government processing fees and You will pay Vialto in accordance with the Payment Terms in the Individual VSA.

5.2 Payment Method: All credit and debit card holders are subject to validation checks and authorisation. If Vialto believes that the payment card used to pay for Services is being used fraudulently, this will be reported to the relevant authorities and Vialto reserves the right not to provide any Services under the Agreement and to terminate the Agreement for invalid payment. If Your payment card issuer refuses to authorise payment for the Services, Vialto will be unable to provide the Services and Vialto will not be responsible for any delay to or non-provision of the Services. Vialto will not be informed of the reason for refusal and therefore, is unable to inform You of the reason that Your payment card issuer has refused payment. Vialto is not responsible for any payment card or bank charges issued by Your payment card issuer as a result of processing payment for the Services. Vialto uses a third party for payment processing. To the extent You are settling Vialto's fees by credit card, You will include reimbursement of the credit card processing fee of not more than 5%.

6 Intentionally Omitted

7 Liability & Disclaimers

7.1 Restriction on Claims: Your contractual relationship is with Vialto only and not with any other Vialto Firm, contractor, or subcontractor. It is a condition of Vialto acting for You that You agree that any claims that You may have in respect of loss or

damage suffered by You arising in any way out of or in connection with this engagement will be made against Vialto only, and not against any other Vialto Firm, contractor, subcontractor, or any of their individual shareholders, partners, members, managers, officers, directors, employees, agents, or representatives.

7.2 Disclaimer of Warranties: All Services and Deliverables are provided on an “as is” basis, with all faults and defects, and without warranty of any kind, except to the extent expressly stated in the Agreement. To the maximum extent permitted under applicable law, Vialto, on its own behalf and on behalf of its licensors, Vialto Firms, and Service Providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Services and Deliverables, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, Vialto provides no warranty or undertaking, and makes no representation of any kind that the Services or Deliverables will meet Your requirements or achieve any intended results, be error free, or that any errors or defects can or will be corrected. It is Your responsibility to review all Deliverables and results of the Services. You agree to promptly provide to Vialto all information, resources, assistance, and cooperation that Vialto reasonably requires to perform the Services. Vialto may rely on all such information, resource, assistance, and cooperation that You provide, Vialto is under no obligation to verify the accuracy or completeness of such, and You agree that Vialto is not liable for any errors or deficient Services or Deliverables that may result from, be caused by, or otherwise arise from the information, resources, assistance, and cooperation that You provide.

7.3 Conflicts of Interest: You acknowledge that Vialto’s performance of the Services may relate to or implicate third parties to whom Vialto or any Vialto Firm also performs various services or otherwise has obligations, thus creating a potential conflict of interest. To the greatest extent permitted by applicable law, You hereby agree to waive all such conflicts of interest. Notwithstanding the preceding, Vialto shall continue to perform pursuant to the requirements of the Agreement, including all confidentiality restrictions herein and professional standards.

7.4 Disclaimer of Liability: To the maximum extent permitted under applicable law, Vialto expressly disclaims all liability, responsibility, or duty of care to anyone other than You in connection with the Services. Vialto also expressly disclaims, and shall not be liable for, any consequential, incidental, indirect, exemplary, special, or punitive damages or loss of profits, loss of business, or loss of opportunity in connection with the services or the Agreement. Nothing in the Agreement shall exclude Vialto’s liability where such liability cannot be limited or excluded under mandatory statutory liability or by applicable laws, including applicable consumer protection laws.

7.5 Limitation of Liability: To the maximum extent permitted under applicable law, You agree that Vialto will be liable only when we are at fault for our actions or omissions, and to the extent permissible by applicable laws, our total liability for all claims connected with the Services or the Agreement is limited to the fees actually paid or payable by You for the Services that caused the liability or the actual damages You suffered, whichever is less. The Agreement is personal to You; any third person that benefits from the Services under the Agreement may not rely on the Agreement or any of Your Services and Vialto has no obligation, duty, liability, or responsibility to such person.

7.6 Applicability: The restrictions, disclaimers, and limitations in this Section (Liability & Disclaimers) apply whether arising out of or in connection with the Agreement, breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not You were advised of the possibility of such damages. The limitations set forth in this Section (Liability & Disclaimers) shall apply even if Your remedies under the Agreement fail of their essential purpose. It is agreed that our Fees have been determined in consideration of, and reflect, the limitations set forth in this Section.

7.7 Indemnification: To the maximum extent permitted under applicable law, You agree to reimburse Vialto and the Vialto Firms and its and their respective shareholders, partners, members, managers, officers, directors, employees, agents, representatives, contractors and subcontractors (each, an “Indemnified Party”) from all claims, damages, and expenses (including reasonable attorneys’ fees) attributable to claims of any and all third parties relating to Your use of the Services or Deliverables, including, without limitation, Your breach of the Agreement or use of any Service or Deliverable in violation of the Agreement, Your failure to obtain the rights, consents, and permissions necessary to share or disclose any of the data or other materials You shared or disclosed in connection with the Agreement, and Your failure to comply with applicable law. The foregoing obligation to reimburse Vialto shall not apply to the extent such third-party claim results from the fraud or willful misconduct of such Indemnified Party.

8 Subcontracting

Vialto may use any contractor or subcontractor, including other Vialto Firms, to provide the Services and support delivery (“Vialto Subcontractors”). Subject to the Section of this Service Agreement titled “Disclosures”, Client agrees that Vialto may provide information received in connection with the Agreement, including personal information, if any, to Vialto Subcontractors for such purposes as required in the performance of the Agreement, provided that Vialto Subcontractors are subject to confidentiality obligations that offer at least equal protection as the confidentiality obligations set forth in the Agreement. Vialto remains solely responsible for the Services and Deliverables.

9 Term and Termination

The Agreement is effective from the Effective Date for the Initial Term. The term of the Agreement continues until the earlier of the date on which (a) Vialto’s completes any and all Services or (b) termination of the Agreement pursuant to these terms occurs. In either case, the Agreement is neither indefinite nor subject to automatic renewal. If after the expiration or termination of the Agreement, You wish to purchase Additional Services, those Additional Services will be subject to separate terms and conditions agreed upon at the time of that purchase. Either party may terminate the Agreement at any time upon reasonable written notice of such termination to the other party, subject to Vialto’s respective legal and professional obligations, as applicable. Termination of Services by You prior to completion may be subject to reimbursement of costs incurred by Vialto, e.g., file administration fees, filing fees, as well as time spent in performing the Services or creating the Deliverables if not already paid by You.

10 Intentionally Omitted

11 Governing Law; Alternative Process

11.1 Governing Law: Subject to the mandatory consumer protection provision set out in the Section titled Agreement of the Individual VSA, the Agreement, and any disputes or claims arising out of or in connection with it, shall be governed by and construed in accordance with the laws of, and be subject to the exclusive jurisdiction of the Country Schedule of the location of Vialto signatory to the Individual VSA.

11.2 Alternative Process: Notwithstanding the foregoing Section of this Service Agreement titled “Governing Law”, if You are located outside the United States and elect to settle any Dispute by way of arbitration or mediation, You may send a letter to Vialto requesting an alternative dispute resolution process available in Your location.

12 General

12.1 Anti-Money Laundering/Know Your Customer (AML/KYC): Vialto is obliged to comply with numerous regulations designed to prevent money laundering, and the performance of services for individuals or entities that are seen to promote illegal or unethical activities (e.g., terrorism, drug trafficking, etc.) As part of Vialto’s compliance, Vialto carries out identity checks and other due diligence on clients. Vialto conducts such checks at the outset of the engagement and throughout the course of the engagement and will not be able to begin the Services until completing such checks. Vialto reserves the right, in its sole discretion, to decline the engagement in the event Vialto, or a Vialto Subcontractor, is unable to sufficiently comply with Vialto’s obligations.

12.2 Electronic Communications; Consent & Disclosure: During the engagement, the parties may from time to time communicate electronically with each other. However, as You are aware, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. The parties shall not have any liability to each other arising from or in connection with the electronic communication of information to or from You during or as a result of its electronic transmission outside of the parties’ electronic environments. If the communication relates to a matter of significance and there are concerns about possible effects of electronic transmission, You agree to request such information in hard copy transmission only. By entering into the Agreement, You consent to receive, in electronic form, notices or other information (collectively, “Communications”) that Vialto may provide to You in writing. Communications can be displayed and provided to You electronically, which will be provided to You in electronic form via email, through access to Vialto’s digital tools, or by requesting You access a downloadable PDF file containing the Communication. You may withdraw Your consent to electronic Communications at any time by contacting Vialto’s privacy team privacy@vialto.com which will be effective after Vialto has had a reasonable opportunity to process Your withdrawal. The parties may execute Communications electronically and You agree that any Communications that You and Vialto sign electronically will have the same legal effect as a signed physical document.

12.3 Terms of Use of Technology: Vialto may provide You with access to its proprietary software tool for the purpose of delivering documents or information to You and assisting You to provide information to Vialto (“Digital Tools”). In such an event,

these Tools are provided to You as-is, and Your use of these Digital Tools is at Your own risk. Your access to and use of the Digital Tools will be subject to the terms and conditions which are contained within such Digital Tools. You shall not, and shall not permit any third party to, copy, modify, translate, adapt, decompile, reverse engineer, or otherwise attempt to derive the source code of any Tools, except to the extent required by law. As between the parties, any rights regarding the Tools not explicitly granted under the Agreement or any of its Attachments are strictly reserved by Vialto.

12.4 Force Majeure: No party will be liable for delay or failure to meet its obligations (other than an obligation to pay) under the Agreement due to matters beyond its (or for Vialto, any Vialto Subcontractor's) reasonable control, including but not limited to, acts of God, natural disasters, wars, terrorism, strikes, lockouts, internet failures, server downtime, governmental actions, civil unrest, pandemics, or any other cause beyond the reasonable control of the party affected (each a "Force Majeure Event"). A party invoking a Force Majeure Event shall use commercially reasonable efforts to (i) resume full performance of its obligations under the Agreement, and (ii) mitigate materially adverse effects of such Force Majeure Event.

12.5 Entire Agreement: The Agreement constitutes the whole agreement between us and supersedes all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of the Agreement. The parties each acknowledge that, in entering into the Agreement, neither has relied on, and shall have no right or remedy in respect of, any statement, representation, or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. The parties agree that Vialto's only liability in respect of those representations and warranties are set out in the Agreement. Nothing in this Section limits or excludes any liability for fraud.

12.6 Notice: Legal notices must be in writing and will be deemed to have been duly given if personally delivered or sent by confirmed electronic mail, confirmed overnight delivery or on the date of Service or mailing if served personally on the General Counsel of Vialto at generalcounsel@vialto.com.

12.7 Independent Contractor: In performing its obligations in relation to the Agreement, Vialto acts only as Your independent contractor. Vialto is not an employee, agent or partner of Client. Client will remain solely responsible for determining whether the Services and Deliverables are appropriate for their purposes.

12.8 No Waiver: The failure of either party to enforce at any time any of the provisions of the Agreement, or the failure by either party to require at any time performance of the other party of any of the provisions of the Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision, condition, or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

12.9 Rights of Third Parties: Apart from an Indemnified Party, a person or entity which is not a party to the Agreement has no rights and may not enforce any term hereunder.

12.10 Assignment: The Agreement is personal to You, and the Agreement and any rights granted herein may not be transferred or assigned by You to any third party unless previously authorized by Vialto in writing. You acknowledge, however, that Vialto may assign the Agreement and/or its rights and obligations hereunder to any third party without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

12.11 Language: You agree that the English language will be the official language of the Agreement, and all documents contemplated by the Agreement. If there is any conflict, apparent conflict, or ambiguity between any of the provisions of the Agreement in the English language and the translated language, the wording of the English language shall prevail.

12.12 Severability and Survival: Each Section of the Agreement operates separately. If any court, tribunal or relevant authority decides that any of them are unlawful, invalid or unenforceable to any extent, that sentence, paragraph or part paragraph, term, condition or provision shall, to the extent required, be modified by the court, tribunal or relevant authority to allow the parties to benefit from the intended meaning. If such provision cannot be so modified, then the remaining paragraphs, part paragraphs, terms, conditions, or provisions will remain valid to the fullest extent permitted by law. Any Section that is intended to survive termination of the Agreement will do so.

12.13 Counterparts: For the convenience of the parties, any number of counterparts of the Agreement may be executed, each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same

instrument. Electronic transmission (i.e., e-mail) of any signed original counterpart and/or retransmission of any signed electronic transmission shall be deemed the same as the delivery of an original.

12.14 Headings: The Agreement contains headings for Your convenience only and do not limit, define or fully explain each Section. The headings do not constitute or form any part of the Agreement and should not be used in the construction of the Agreement.

12.15 Interpretation: The parties agree that each Schedule within the Attachments to the Agreement will apply to Client only if the Schedule expressly identifies Client's location. Each such Schedule applicable to Client is hereby incorporated into the Agreement by this reference and will supplement, amend, or, if necessary, supersede the relevant Section of the Agreement to the extent required to ensure compliance with the mandatory consumer protection laws of Client's jurisdiction. Such Schedules applicable to Client will apply only to the extent necessary to maintain enforceability under applicable law. In this Service Agreement, Sections are identified by whole numbers (e.g., 1, 2, 3), while subsections within a Section are identified by decimals (e.g., 1.1, 1.2, 1.3). Unless expressly stated otherwise, Section references include their subsections. Unless the context requires otherwise, (i) the singular shall include the plural, (ii) words denoting any gender include all genders, and (iii) "or" is not exclusive.