PROFESSIONAL SERVICES PRODUCT TERMS

The following additional Product Terms apply when Client purchases Professional Services. Any defined terms not defined herein shall have the definitions set out in the General Terms and Conditions.

1. DEFINITIONS.

"**AI Tools**" means artificial intelligence tools, including large language models, used by Diligent or its Subcontractors in performing the Professional Services.

"**Background Rights**" means intellectual property developed or owned by a Party prior to, or independently of, its performance under the Agreement or any related Order Form or Statement of Work.

"**Business Day**" means any day, other than a Saturday, Sunday, or a day declared as a public or bank holiday under the laws of the jurisdiction in which the Diligent contracting entity specified in the Agreement, has its principal place of business.

"**Change Request**" means the writing documenting changes agreed by the Parties in connection with the Professional Services under Agreement.

"**Client Information**" means, all Client Data required, or information submitted by Client (or third parties at the request of Client) to Diligent or its Subcontractor(s) (if applicable), for the purpose of performing the Professional Services.

"**Designated Contact**" means individuals identified in writing by Client as the point of contact for Professional Services that have the power and authority to provide instruction and guidance on behalf of Client.

"**Gross Negligence**" means a failure to exercise even a slight degree of care or diligence and includes, at the very least, serious disregard of an obvious risk.

"**Red Flag**" means a symbol or any other written warning in the Deliverables drawing Client's attention to information found that may be of interest and require Client's further evaluation.

"**Subcontractor**" means a third party engaged by or on behalf of Diligent to perform all (or any part thereof) of the Professional Services.

2. THE SERVICES.

2.1. Scope of Applicability. The provisions of these Product Terms shall apply solely to Professional Services. These Product Terms do not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between these Product Terms and the remainder of the Agreement, the order of precedence is as follows:

a) Any applicable executed SOW as it relates to Professional Services;

b) Any other Order Form executed between the Parties as it relates to Professional Services;

c) The Product Terms; and

d) The General Terms and Conditions.

2.2. Provision of Services.

a) Subject to Section 4 below, Diligent shall use commercially reasonable efforts to perform the Professional Services in accordance with the applicable Order Form, and Diligent represents and warrants that all Professional Services shall be provided in a professional and workmanlike manner.

b) Unless mutually agreed in writing, all Professional Services will be provided remotely.

c) All documents produced by Diligent will be in accordance with Diligent documentation standards.

2.3. Remedy. If notified in writing of any claim for Diligent's breach of the above Section 2.2(a), Diligent will, at its option, (i) reperform the Professional Services so that they comply with Section 2.2(a); or (ii) terminate the portion of the affected Order Form attributable to such Professional Services and refund the fees attributable for such Professional Services. This Section states Diligent's entire liability and Client's sole and exclusive remedy to the extent permitted under applicable law for Diligent's breach of Section 2.2(a).

2.4. Suitability. Diligent shall assign employees and Subcontractors with qualifications suitable for the Professional Services delivered under the Agreement. Diligent may in its sole discretion replace or change employees, Subcontractors or AI Tools with other suitably qualified employees, Subcontractors or AI Tools.

2.5. Modifications and Change Orders. Modifications to the scope of any Professional Services shall become effective only upon the execution of a Change Request by authorized representatives of both Parties. Diligent reserves the right to issue a Change Request for any change in scope to the Professional Services that impacts timing and cost.

2.6. Confidentiality. All Client Information provided for the provision of the Professional Services shall be considered Client's Confidential Information under the Agreement.

2.7. Personnel. Diligent shall conduct background checks on its employees who perform the Professional Services in accordance with applicable laws.

3. SCOPE/DELIVERABLES

3.1. The scope and Deliverables for the Professional Services are as detailed in the Agreement. Additional Professional Services may be purchased by the Parties by executing a Change Request or an additional Order Form.

3.2. Deliverables will be prepared for Client within the timeframes communicated to Client. Diligent may reasonably extend the agreed timeframes upon notice to Client.

3.3. If Client has not requested or used the Professional Services (or any part thereof) before the end date specified within the applicable Order Form, provided such non-use is not due to Diligent's or its Subcontractor's (if applicable) failure to schedule its personnel, Diligent shall not be obligated to provide any Professional Services after the Term.

3.4. All Professional Services and Deliverables shall be delivered in English unless otherwise mutually agreed between the Parties.

3.5. All in-scope activities for the Professional Services will be performed once, unless otherwise stated in the Agreement.

3.6. Unless otherwise stated in the Agreement, activities not listed in the scope of Services are not included as part of the Services. This includes, but is not limited to, further enablement, configuration support, and data migration.

3.7. Diligent shall have fulfilled its obligations under the Agreement when any of the following occurs:

a) Diligent accomplishes the relevant Deliverables agreed under the Agreement;

b) Client notifies Diligent, in writing, that further Professional Services are not required; or

c) Either Party terminates the Agreement in line with its terms.

3.8. The performance of the Professional Services will begin on a mutually agreed upon date between Client and Diligent. Diligent will begin performance of the Professional Services once the Client Designated Contact agrees to an estimated start date and an estimated schedule for the

Professional Services. Dates are subject to change at one Party's request subject to the other Party's approval or as necessary due to unforeseen circumstances arising while carrying out the Professional Services. Diligent will inform Client of any such unforeseen circumstances and provide Client with a new anticipated timeline to complete the Deliverables without undue delay.

3.9. At its discretion, Diligent may utilize vetted Subcontractors to provide the Professional Services (or any part thereof). All Subcontractors will i) be bound by confidentiality, ii) have and maintain appropriate local regulatory registrations and supervisions where required, and iii) be bound by anti-corruption provisions at least as stringent as those contained in the General Terms and Conditions or any applicable Order Form. Diligent will be responsible for all acts or omissions of any Subcontractor in connection with the Agreement to the same extent as if Diligent performed such acts or omissions.

4. CLIENT RESPONSIBILITIES

4.1. Client shall make available in a timely manner at no charge to Diligent all Client Information, computer facilities, or other resources of Client required by Diligent in each case for the performance of the Professional Services, as well as anything specified in the applicable Order Form. Client shall be responsible for, and assumes the risk of, any problems resulting from the content, accuracy, completeness, and consistency of all such data, materials and information supplied by Client. Client shall provide, at no charge to Diligent, such cooperation as Diligent reasonably requires to perform the Professional Services.

4.2. Diligent's performance of the Professional Services is dependent upon the timely and effective performance by Client of its respective obligations and cooperation under the Agreement, including but not limited to:

a) planning, management, approval and execution of the overall programme to which the Professional Services herein are contributing;

b) making available, at no cost to Diligent, all necessary resources, including key decision-makers, subject matter experts, and one or more Designated Contact with the authority to provide approvals and guidance;

c) providing timely access to accurate and complete Client Information or documentation as reasonably requested by Diligent or its Subcontractors (if applicable) to provide the Professional Services and assuming the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client;

d) taking responsibility for the content of any data file, control access to the files, and maintaining their back-up and recovery;

e) notifying Diligent of any laws, regulations, and/or statutes specific to Client's industry that Diligent will be required to know to fulfil its obligations under the Agreement;

f) ensuring adherence to timelines for Client responsibilities, such as review cycles or providing feedback;

g) obtaining any necessary legal, regulatory, or compliance approvals;

h) ensuring access to Client's third-party vendors, consultants, or partners as needed;

i) ensuring that, prior to the commencement of the Professional Services, Client has acquired all software licenses required for the performance of the Professional Services, and that operators of systems, software or other technology required to provide the Professional Services are sufficiently trained; and

j) providing timely provisioning of system access, credentials, and environment information reasonably necessary for such Diligent personnel to perform the Professional Services. Any Client security requirements applicable to such access must be set out and agreed between the Parties under an Order Form or Statement of Work.

4.3. If Diligent's performance is delayed or prevented due to Client's or a third-party's failure to perform its obligations or provide necessary cooperation, Diligent shall be entitled to terminate the Agreement on ten (10) days' notice and have no liability to Client and Client shall have no entitlement to a refund of pre-paid fees for any delay, non or partial performance of the Professional Services arising from the delay, non or partial performance of such tasks by Client or third parties.

4.4. Any delays or additional costs incurred by Diligent as a result of Client's failure to comply with this Section 4 may result in adjustments in the project timeline, scope, or fees which shall not place Diligent in breach of the Agreement. The necessity for such adjustment shall be communicated to Client in advance, and the Parties shall sign a Change Request effecting such change.

4.5. If Client has purchased access to Diligent Services and the use of such Diligent Services is required to provide the Professional Services, the use, troubleshooting, training and support for such Diligent Services shall be governed by the applicable Order Form for such Diligent Services.

4.6. Client warrants and represents that:

a) it has collected, lawfully obtained, and adequately prepared the Client Information in accordance with applicable laws and the terms of the Agreement;

b) it consents and where required has obtained all necessary consents for Diligent and its Subcontractors (if applicable) to access and process the Client Information where required to provide the Professional Services; and

c) any person providing instructions to Diligent on Client's behalf has the full power, authority, and requisite knowledge to do so, and that Diligent and its Subcontractors shall be entitled to rely on such instructions without further inquiry. Client shall be bound by any instructions given by such a person.

Diligent shall bear no responsibility for any failure by Client or its Affiliates to i) collect, ii) transfer, iii) prepare, or iv) obtain necessary consents to provide Diligent access to such Client Information.

5. DISCLAIMERS

5.1. Satisfaction of all aims and objectives underlying the Professional Services is dependent on a range of factors, including processes and organizational operations, over which Diligent has no control or influence, which are the responsibility of the Client.

5.2. If a Software defect is encountered during the course of the Professional Services that does not impair the defined scope of work, the Client will work with Diligent support to resolve the issue.

5.3. If workshops are to be provided as part of the Professional Services, such workshops shall run once for a period of one (1) Business Day unless specified otherwise in an applicable Order Form.

5.4. Diligent may require physical access to Client facilities. The requirement for such access shall be communicated in advance and within a reasonable period. The Diligent team may require access to Client facilities and systems outside normal business hours.

5.5. The following disclaimers apply to Deliverables:

a) Diligent shall not be liable for any action undertaken as a result of direct instructions from Client.

b) To the extent information contained in Deliverables is based upon a review of publicly available records, such information, as presented, relies on the accuracy and completeness of those records. Diligent expressly disclaims all liability for the accuracy, completeness and currency of any open source, or field-sourced information.

c) Statements concerning financial, regulatory or other matters should be understood to be general observations based solely on Diligent's experience and may not be relied on as financial, regulatory or legal advice, which Diligent is not authorized to provide.

d) Neither Party intends to create an employer-employee, lawyer-client, financial advisor-client

relationship, or similar relationship under this Agreement.

e) Information contained in Deliverables does not constitute a recommendation, endorsement, opinion, or approval of any kind with respect to any transaction, decision or evaluation and should not be relied upon as such under any circumstances.

f) Information contained in Deliverables is point-in-time information and Diligent undertakes no obligation to update any Deliverables after they are provided to Client.

g) Diligent does not guarantee that third-party hyperlinks included in any Deliverables will continue to be active after such Deliverables are provided to Client.

h) The inclusion of Red Flags in Deliverables are so that Client may decide to engage in whatever level of deliberation or additional due diligence it deems appropriate under the circumstances and should not be seen as an endorsement by Diligent of a particular outcome.

i) Both the conduct of research and investigation and the Deliverables reflect Diligent's compliance with legally obtainable information (LOI) and data protection regulations in the relevant jurisdictions. Only information that is legally obtainable and can be processed under applicable Data Protection Laws and regulations is included.

j) Diligent shall not be liable for any action taken by an AI Toolin scope of the authorization specified in the applicable Order Form or SOW.

6. INTELLECTUAL PROPERTY

6.1. Ownership. All Deliverables shall be solely owned by Diligent except i) with respect to Client Information, which shall remain Client's sole property, ii) where otherwise set out in this Section, or iii) where mutually agreed between the Parties in writing. Solely during the applicable Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants to Client a limited, non-exclusive, non-transferable, and non-sublicensable right to make use of the Deliverables owned by Diligent under this Section and provided to Client under the Agreement.

6.2. Where Client is purchasing Services identified as "Managed Services", Diligent acknowledges that such Services are wholly built for Client and does not strictly require the use of any Diligent Service to utilize. Therefore, all right, title, and interest in the Managed Services Deliverables will belong solely to Client, subject to the following:

a) All Deliverables under this Section shall be deemed, to the extent possible, a "work made for hire" by Diligent for Client under applicable law or any similar provision of law in other jurisdictions;

b) To the extent that: any Deliverables (or any part thereof) under this Section, i) may not, by operation of law, vest in Client; or ii) are not, as a matter of law, a "work made for hire" for the sole benefit of Client, Diligent hereby conveys, transfers, and assigns to Client all right, title, and interest, throughout the world, in perpetuity, and Diligent shall execute, at Client's request and expense, all documents and other instruments reasonably necessary or desirable to confirm such assignment; and

c) Notwithstanding anything to the contrary in the Agreement, neither Party will acquire any right, title or interest in and to any Background Rights of the other Party. Diligent hereby grants Client a worldwide, non-exclusive, perpetual, irrevocable, fully paid right and license to use any Diligent Background Rights solely to the extent incorporated into any Deliverables under this Section created for Client. For clarity, AI Tools and any output derived from an AI Tool (including any underlying model, prompt library, or agent configuration) used to create a Deliverable are Diligent Background Rights and are not Deliverables.

7. NON-SOLICITATION

7.1. Client shall not during the Term and for six (6) months following the termination of the Agreement (except with Diligent's prior written consent) directly or indirectly solicit, engage, or entice away (or attempt to solicit, engage or entice away):

a) any person employed or engaged by Diligent or its Subcontractors engaged in the providing of the Professional Services from the employment of Diligent or its Subcontractors, other than by means of an advertising campaign open to the general public and not specifically targeted at Diligent's or its Subcontractor's staff; or

b) any Subcontractors, agents, or consultants engaged by Diligent in connection with the Professional Services provided under the Agreement, for the purpose of procuring services similar to the Professional Services provided under the Agreement.

7.2. If Client commits any breach of Section 7.1.a), Client shall, upon demand, pay Diligent a sum equal to one (1) year's basic salary or the annual fee that was payable by Diligent (or its Subcontractor, if applicable) to that employee, worker or independent contractor and the recruitment costs incurred by Diligent (or its Subcontractor, if applicable) in replacing such person.

7.3. Section 7.1.b) only applies to any Subcontractors, agents, or consultants who were introduced to Client as part of the Professional Services procured under the Agreement and were actively involved in providing the Professional Services to Client during the Term. This Section applies to all Diligent employees.

7.4. Client acknowledges that any breach of this Section would cause significant harm to Diligent. In the event of such a breach, Diligent reserves the right to seek appropriate legal remedies, including but not limited to injunctive relief, monetary damages, and recovery of reasonable legal costs.

7.5. This Section 7 shall survive the termination or expiration of Agreement.

8. ARTIFICIAL INTELLIGENCE

8.1 No Model Training. Client Data will not be used by Diligent, or by any third party providing underlying AI infrastructure to Diligent, to train any artificial intelligence model unless otherwise agreed in writing between Diligent and Client.

8.2 Client Responsibility. Client remains responsible for reviewing and validating the accuracy and completeness of data and documents, regardless of whether AI Tools were used in their preparation.

8.3 Modifications and Opt-Outs. Client may, on written notice to Diligent, request:

a) a change or addition to the scope of AI-assisted delivery or AI Tool delivery; or
b) that Diligent not use AI Tools or AI-assisted delivery in performing the Services.

In either case, Diligent will use reasonable efforts to accommodate such a request, provided that Client acknowledges such a request may affect delivery timelines, cost, or the availability of the Professional Services generally, and any resulting impact may be addressed through a Change Request.

ENTITIES MANAGED SERVICES SUPPLEMENTARY TERMS

The following additional Product Terms apply when Client purchases Entities Managed Services and are supplemental to the Professional Services Product Terms above. Any defined terms not defined herein shall have the definitions set out in the General Terms and Conditions or Professional Services Product Terms above.

1. SCOPE OF SERVICES

1.1. The scope of the Entities Managed Services is detailed in the Scopes of Service included as part of the Agreement. The Entities Managed Services may be used by Client and by those of its Affiliates listed in the relevant schedule to the applicable Order Form (the "Affiliate Schedule").

1.2. Client acknowledges that an active subscription to the Diligent Service known as Diligent Entities is required in order to use the Entities Managed Services. Accordingly, if Client's subscription to Diligent Entities terminates or expires for any reason, Client's subscription to the Entities Managed Services shall terminate automatically with effect from the same date. Following such termination, Client shall not be entitled to a refund of any pre-paid fees for the Entities Managed Services, and all fees committed for the Entities Managed Services for the remainder of the then-current subscription term (including any multi-year commitment) shall remain due and payable. However, where Client terminates its subscription to Diligent Entities for Diligent's material breach in accordance with the Agreement, Diligent shall refund to Client any pre-paid fees for the Entities Managed Services attributable to the period after the date of termination for material breach, and Client shall be have no obligation to pay any further fees for the Entities Managed Services for that period.

2. CHANGE REQUESTS

2.1. For the purposes of this Section, "**Contract Quarter**" means each successive period of three (3) months during the Term, with the first Contract Quarter commencing on the Effective Date of the Order Form.

2.2. The Parties agree as follows:

2.2.1. where Client requires a material change (materiality of such change to be determined by Diligent in its sole discretion) to the Professional Services (including, but not limited to changes to the Client entities listed in the Order Form), the Diligent contact and Client contact will review the proposed changes for priority and impact to the scope, Subscription Fees, or timelines and document the proposed changes in a Change Request, which shall be executed by both Parties prior to Diligent's implementation of such changes to the Professional Services; or

2.2.2. where Client requires a minor change to the Professional Services ("**Additional Services**"), the Parties may initially mutually agree to such change in writing (by email being accepted), Diligent or its Subcontractors (as applicable) shall undertake such Additional Services and Diligent shall raise an Order Form for the provision of the Additional Services at the end of the Contract Quarter in which Diligent agreed in writing to undertake them. Client acknowledges that where Additional Services are agreed, they shall be performed by the Diligent entity or Subcontractor assigned to the relevant Client entity as set out in the then applicable Affiliate Schedule.

2.3. Client acknowledges and agrees that any reduction in the scope of Professional Services previously committed to shall not entitle Client to any refund, credit, or reimbursement of Subscription Fees. This applies irrespective of whether the Subscription Fees for such Professional Services have been invoiced or remain outstanding. All amounts payable under the Agreement or any Change Request shall remain due and payable in full, notwithstanding any such reduction in scope.

3. REGULATORY COMPLIANCE

3.1. Notwithstanding anything to the contrary in the Agreement, Client acknowledges and agrees the

relevant Subcontractor listed in a schedule to the Agreement (as applicable) is responsible for complying with local regulatory requirements in the Subcontractor's respective jurisdiction. Notwithstanding anything to the contrary in the Agreement, Diligent may amend the Subcontractors listed in the Affiliate Schedule by providing prior written notice to Client.

3.2. Access to the Services is contingent upon Client passing due diligence checks ("**KYC**"). Client agrees that the Entities Managed Services shall not commence until Client has passed KYC and Diligent shall have no liability to Client as a result of Client's failure to pass or to provide sufficient information to pass KYC. Should Client fail to pass KYC, Client shall not i) be relieved of the requirement to pay any fees owed for the Entities Managed Services, or ii) be entitled to a refund of any prepaid fees for the Entities Managed Services procured under the Agreement. Client agrees that information related to KYC may be shared with Subcontractors for the purpose of providing the Services.

3.3. Client shall indemnify and hold Diligent harmless against any claim, loss, fine, penalty or judgment made against Diligent as a result of i) Client's failure to comply with anti-money laundering regulations or applicable laws related to terror financing, ii) Client's willful misconduct, and iii) Client's Gross Negligence.

3.4. The Parties agree that for the purposes of Entities Managed Service, Client shall be the Controller (and Data Exporter for Client Information transferred to Diligent from outside Diligent's jurisdiction of incorporation) and Diligent shall be the Processor (and Data Importer for Client Information transferred to Diligent from outside Diligent's jurisdiction of incorporation).

3.5. Where an AI Tool is used to perform any task under the Entities Managed Services that may affect a statutory filing deadline, regulatory submission, or other legal obligation of Client, Client remains solely responsible for verifying compliance with applicable filing and regulatory deadlines.

FORWARD DEPLOYED PERSONNEL SUPPLEMENTARY TERMS

1. DEFINITIONS. The following terms have the following definitions when they are used in these Product Terms:

"**Forward Deployed Personnel**" means any Diligent employee or Subcontractor who is granted access to Client's systems, facilities, or Client Information for an extended or ongoing time period (rather than solely to receive discrete deliverables) in order to configure, operate, or support the Professional Services, including any Diligent personnel operating an AI Tool within Client's environment.

2. SCOPE OF WORK. Client will not use Forward Deployed Personnel other than for the Professional Services set out in the applicable Order Form or SOW. Any proposed expansion of the Professional Services scope, including the addition of Forward Deployed Personnel access not already contemplated, is a material change requiring a Change Request under Section 2.5 of the Professional Services Product Terms.

3. AI TOOLS CONTROLLED BY CLIENT. Where Forward Deployed Personnel use AI Tools controlled by Client, Diligent has no responsibility for such AI Tools, including no obligation to prevent the training of any such AI Tools or underlying AI infrastructure, and Client retains sole responsibility for such AI Tools.

4. FORWARD DEPLOYED PERSONNEL ACCESS.

4.1 Where Forward Deployed Personnel are provided access to Client's systems or facilities or to Client Data in the Diligent Service, such access will in each case be limited to what is reasonably necessary to perform the authorized Professional Services. With respect to access to Client's systems or facilities, Client is responsible for provisioning and deprovisioning such access, and Client may impose reasonable additional security requirements on such access by Forward Deployed Personnel upon mutual written agreement with Diligent. With respect to access to Client Data in the Diligent Service: (i) Client is responsible for any additional fees payable to Diligent for provisioning such access; and (ii) Diligent will not refund Client any fees where access to Client is deprovisioned at Client's request.

4.2 Client acknowledges that Forward Deployed Personnel shall perform the Deliverables set forth in any Order Form or SOW under the supervision of Diligent. Client shall not include any Forward Deployed Personnel in its headcount, organisational charts, performance appraisals, or internal staff communications, nor provide them with employee benefits, holiday pay, sick pay, pension contributions, or any other remuneration or benefit of employment and Forward Deployed Personnel shall not be required to comply with any policies applicable to Client employees or contractors. Each Forward Deployed Personnel is employed or engaged by Diligent (or its Subcontractor), and Diligent, not Client, is responsible for directing the manner in which the Professional Services are performed. Forward Deployed Personnel have no authority to enter into any contract, commitment, or obligation on behalf of Client. Diligent (or its Subcontractor, as applicable) is responsible for the payment of all remuneration due to Forward Deployed Personnel and for all associated income tax, National Insurance contributions, and other employment-related taxes and liabilities arising in respect of their engagement.

5. CLIENT RESPONSIBILITY.

5.1 Client remains responsible for reviewing and validating the accuracy and completeness of data and documents, regardless of whether Forward Deployed Personnel were used in their preparation.

5.2 Diligent bears no responsibility for any legal, regulatory or other obligations applicable to Client which are not applicable to Diligent, and Client shall indemnify Diligent for any loss, claim or damages resulting from a breach of such obligations arising from Diligent's performance under an Order Form or SOW.

6. OPT-OUT. Client may, on written notice to its assigned Forward Deployed Personnel, request that Diligent not provide Forward Deployed Personnel specific access in performing the

Services. Diligent will use reasonable efforts to accommodate such a request, provided that Client acknowledges such request may affect delivery timelines, cost, or the availability of the Professional Services generally, and any resulting impact may be addressed through a Change Request.