



MANAGED SERVICES PRODUCT TERMS

The following additional product terms apply when Client purchases Professional Services identified as Managed Services. Any defined terms not defined herein shall have the definitions set out in the General Terms and Conditions. To the extent that there is a conflict between these Product Terms and the General Terms and Conditions, these terms shall control.

1. DEFINITIONS

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.

Change Request means the written amendment agreement documenting changes agreed by the Parties in connection with a Statement of Work or Schedule to an Order Form.

Client Data means for the purpose of these Product Terms, all data 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.

Implementation means the process of onboarding new Clients to the Professional Services.

Red Flag means a symbol or any other written warning in 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 and/or process Client Data under the Agreement.

2. SCOPE/DELIVERABLES

- 2.1. The scope and Deliverables for the Professional Services are as detailed in the Order Form, Statement of Work, or in the Entities Managed Services Exhibit (as applicable). Additional Professional Services may be purchased by the Parties agreeing to either an amendment to the Order Form or, for adjusting existing Professional Services, a Change Request.
- 2.2. Deliverables will be prepared for Client within the timeframes communicated to Client. Diligent may reasonably extend the agreed timeframes upon notice to Client.
- 2.3. If Client has not requested or used the Professional Services (or any part thereof) before the end of the Term 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.
- 2.4. All Professional Services and Deliverables shall be delivered in English unless otherwise mutually agreed between the Parties.
- 2.5. At its discretion, Diligent may utilize vetted Subcontractors to provide the Professional Services (or any part thereof) that require local knowledge, local registrations, access to local resources or unique language skills. All Subcontractors will be i) bound by confidentiality, ii) have and maintain appropriate local regulatory registrations and supervisions, and iii) 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.

3. CLIENT RESPONSIBILITIES

- 3.1. 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:



- 3.1.1. providing resources and key decision-makers to support Implementation tasks;
 - 3.1.2. making available one or more key Client representatives and stakeholders (including subject matter experts) with knowledge of Client's internal business organization, practices and preferences for discussions, information gathering or feedback sessions throughout the Term;
 - 3.1.3. providing timely access to accurate and complete information as reasonably requested by Diligent or its Subcontractors (if applicable);
 - 3.1.4. making Client decision-makers available to provide approvals or guidance within agreed timelines;
 - 3.1.5. providing access to relevant and accurate documentation;
 - 3.1.6. ensuring adherence to timelines for Client responsibilities, such as review cycles or providing feedback;
 - 3.1.7. obtaining any necessary legal, regulatory, or compliance approvals;
 - 3.1.8. ensuring access to Client's third-party vendors, consultants, or partners as needed (excluding Diligent's Subcontractors);
 - 3.1.9. obtaining all necessary Client Data or information from its Affiliates as required by Diligent or its Subcontractor(s) (if applicable) to provide the Professional Services.
- 3.2. In the event that Diligent's performance is delayed or prevented due to Client's failure to perform its obligations or provide necessary cooperation, Diligent shall be excused from its non-performance or delayed performance to the extent caused by such failure. Diligent shall promptly notify Client of any such delay or prevention.
- 3.3. Any delays or additional costs incurred by Diligent as a result of Client's failure to meet its dependencies shall be subject to a mutually agreed adjustment in the project timeline, scope, or fees.
- 3.4. Client warrants and represents that:
- 3.4.1. it has collected, lawfully obtained, and adequately prepared the Client Data in accordance with applicable laws and the terms of the Agreement; and
 - 3.4.2. it consents and where required has obtained consents necessary for Diligent and its Subcontractors (if applicable) to access and process the Client Data where required to provide the Services.
 - 3.4.3. 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 collect, transfer, or prepare such Client Data.
- 3.5. The Parties agree that Client shall be the Controller (and Data Exporter for Client Data transferred to Diligent from outside Diligent's jurisdiction of incorporation) and Diligent shall be the Processor (and Data Importer for Client Data transferred to Diligent from outside Diligent's jurisdiction of incorporation).

4. PROPRIETARY RIGHTS AND LICENSES

- 4.1 **Intellectual Property Rights in Deliverables.** All right, title, and interest in the Deliverables will belong solely to Client without Diligent reserving or otherwise having any rights therein except as set forth in Section 4.5 below.
- 4.2 **Restrictions.** Deliverables are confidential and for internal use only by Client. The Parties agree that Deliverables may not be disclosed to third parties other than Client's legal advisors, auditors and regulatory authorities provided that such parties are bound by confidentiality obligations no less onerous than those contained in the Agreement. Information supplied in the Deliverables is intended for the sole purpose of Client's internal evaluation. Any other use and any communication, publication, disclosure,



dissemination or reproduction of the Deliverables or any portion of their contents without Diligent's prior written consent is not permitted. Diligent assumes no direct, indirect, or consequential liability to any third party or other person who is not the intended recipient of the Deliverables, or for any usage of the Deliverables other than as permitted within these Product Terms.

- 4.3 Work Made for Hire.** All Deliverables 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.
- 4.4 Assignment of Title.** To the extent that: (a) any Deliverables, or any part thereof, may not, by operation of law, vest in Client; or (b) any Deliverables, or any part thereof, is 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, in any media now known or later devised, and without further consideration in and to such Deliverables, or such part thereof. Diligent shall execute, at Client's request and expense, all documents and other instruments reasonably necessary or desirable to confirm such assignment.
- 4.5 Background Rights.** 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 created for Client.

5. DISCLAIMERS

5.1 The following disclaimers apply to Deliverables:

- 5.1.1.** Diligent shall not be liable for any action undertaken as a result of direct instructions from Client.
- 5.1.2.** 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.
- 5.1.3.** 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.
- 5.1.4.** Neither Party intends to create an employer-employee relationship, a lawyer-client relationship, a financial advisor-client relationship or similar relationship under this Agreement.
- 5.1.5.** 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.
- 5.1.6.** Information contained in Deliverables is point-in-time information and Diligent undertakes no obligation to update any Deliverables after they are provided to Client.
- 5.1.7.** Diligent does not guarantee that hyperlinks included in any Deliverables will continue to be active after such Deliverables are provided to Client.
- 5.1.8.** The inclusion of Red Flags in Deliverables does not mean that an action, transaction, or business relationship should be terminated or not undertaken, but are identified so that Client may decide whether to engage in whatever level of deliberation or additional due diligence it deems appropriate under the circumstances.
- 5.1.9.** 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.
- 5.1.10.** In the event 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.

5.1.11. Diligent is not obligated to provide anything beyond the relevant scope of the Professional Services without a Change Request that has been signed by both Parties in accordance with these terms.

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

6. NON-SOLICITATION

6.1. 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):

6.1.1. 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 a national advertising campaign open to the general public and not specifically targeted at Diligent's or its Subcontractor's staff; or

6.1.2. 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.

6.2. If Client commits any breach of Section 6.1.1, 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 plus the recruitment costs incurred by Diligent (or its Subcontractor, if applicable) in replacing such person.

6.3. Section 6.1.2 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 every Diligent employee.

6.4. 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.

6.5. This Section 6 shall survive the termination or expiration of Agreement.



ENTITIES MANAGED SERVICES EXHIBIT

Where Client is purchasing Entities Managed Services, the following terms shall apply in addition to those detailed above.

1. SCOPE OF SERVICES

- 1.1. The scope of the Entities Managed Services is detailed in the attached Schedules below. These Services may be used by Client and those of its Affiliates listed in a schedule of the relevant Order Form (the “**Affiliate Schedule**”) as applicable and may be updated in writing by Diligent from time to time.
- 1.2. Disbursements and expenses are not included within the Subscription Fees and do not require prior written approval from Client before they are incurred by Diligent.

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 Start Date of the Order Form.
- 2.2. Diligent follows a formal Change Request process when Client requires a change to the scope of the Professional Services, Deliverables and timelines that are agreed in the Agreement. 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 SOW, 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 either a SOW or Change Request 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 Order Form or any previously agreed 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 the Affiliate Schedule is responsible for complying with local regulatory requirements in the Subcontractor’s respective jurisdiction.
- 3.2. Access to the Services is contingent upon Client completing due diligence checks (“**KYC**”). Client agrees that Services under this Exhibit 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 complete KYC. Should Client fail to pass KYC Client shall not be relieved of i) the requirement to pay any fees owed for the Entities Managed Services, or ii) 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. For the purposes of this Section, "gross negligence" shall mean a failure to exercise even a slight degree of care or diligence and includes, at the very least, serious disregard of an obvious risk.



SCHEDULE 1

SCOPE OF SERVICES

A. ENTITIES MANAGED SERVICES (RECURRING)

1. Entities Managed Services (Recurring)

1.1 Scope of Service

Where Client purchases Entities Managed Services (Recurring), Subcontractors shall:

- A. Maintenance of Statutory Registers and Records. Ensure statutory registers and records are maintained in their original or electronic format.
- B. Compliance Calendar Management. Maintain a compliance calendar for Client and issue reminders for corporate secretarial deadlines at least six (6) weeks before the filing deadline.
- C. Preparation and Submission of Annual Return. Prepare the entity's annual return or equivalent, if required by local regulations, and submit it to the appropriate authority, provided this is customarily handled by the company secretarial team.
- D. Routine Corporate Documentation. Prepare board and/or shareholder documentation for routine approvals, including:
 - Approval of statutory accounts;
 - Annual ultimate beneficial ownership confirmations; and
 - Re-appointment of auditors (where relevant).
- E. Submission of Financial Statements. Submit financial statements to the relevant authority, provided this is customarily handled by the company secretarial team.
- F. Disbursement and Filing Fee Assistance. Assist in paying disbursements and government filing fees related to the above Professional Services.
- G. Auditor Liaison. Coordinate with the entity's auditors for annual audits, including providing access to statutory registers.
- H. Work Coordination. Manage all tasks outlined in this Scope of Service and coordinate appropriate personnel.
- I. Status Calls. Conduct short monthly status calls with Diligent to review open items for all Client engagements between Diligent and Vendor.

1.2 Assumptions

- A. Routine Services. This Professional Service covers routine corporate secretarial tasks only. Complex actions such as constitutional amendments, entity name changes, dissolutions, or liquidations, director changes and change of registered office are excluded.
- B. Document Language. Documents will be produced in dual-language or with an English translation.
- C. Jurisdictional Variances. Minor jurisdictional differences may apply. Client will be notified and provided an outline of fees for approval if these arise, and such variances will be treated as Additional Services.
- D. Tax and Financial Services. The scope excludes all tax and financial services.



E. Digital Platform Use. The Professional Services will be coordinated through email.

F. Additional Calls. Any additional or modified status calls which incur extra fees, must be subject to prior agreement in writing.

B. ENTITIES MANAGED SERVICES (HEALTH CHECK)

1. Entities Managed Services (Health Check)

1.1. Scope of Service

Where Client purchases Diligent's Entities Managed Services (Non-Recurring), Diligent shall provide the following:

(A) Entity Status Report. Create a template report for each entity in a Diligent template, indicating its current status (which shall include but not be limited to: name, registered office, directors, share capital, shareholders, Ultimate Beneficial Owner(s), and compliance dates/most recent filings).

(B) Discrepancy Identification. Identify and report discrepancies between the entity's records and public registry information, recommending remedial actions for compliance.

(C) Documentation Review. Review entity records provided by Client, statutory registers in Client's applicable jurisdiction, and publicly available registry information.

1.2. Assumptions

(A) Timeline. Entities Managed Services (Non-Recurring) shall be undertaken within the first month of the Term or within one (1) month of execution of a Change Request and provision of applicable documentation by Client.

(B) Not Due Diligence. Entities Managed Services (Non-Recurring) are not a due diligence exercise.

(C) Remedial Action Costs. Fees and disbursements for rectifying discrepancies or completing remedial actions for any additional entities added via a Change Request will be proposed separately and require prior Client approval.

(D) Scope of Review. Only statutory registers provided by the Client and documentation regarding such statutory registers available at the local registry, or the most recent versions (e.g., latest Articles of Association) provided by the Client, will be reviewed.

(E) Document Provision by Client. Incomplete or missing records provided by Client may result in incomplete reports. Additional fees may apply for updates.

1.3. Client Responsibilities

Provide statutory registers and records promptly to complete the Entities Managed Services (Non-Recurring) within the designated timeframe. Delays may incur additional charges unless otherwise agreed between the parties. The Entities Managed Services (Non-Recurring) is dependent on receipt of data and documentation provided by Client. Subsequent provision of data and/or documentation after the timeline set out in Section 1.2(A) will incur further fees.

C. MODULAR SERVICES

1. Where Client purchases additional Managed Services which are not contained in this Schedule or subject to a SOW, the applicable scopes of services available [here](#) shall apply.