Diligent

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "Terms and Conditions") are a part of any Order Form into which they are expressly incorporated by agreement of the Parties and govern provision of any Diligent Service and/or Professional Services. Unless otherwise indicated, a reference to a "Section" in these Terms and Conditions refers to a Section of these Terms and Conditions.

1. **Definitions.** The following terms, as used within these Terms and Conditions, will have the meanings set out below:

"**Additional Terms**" means those terms (if any) detailed in the additional terms' section of the applicable Order Form.

"**Affiliate**" means, with respect to any legally recognisable entity, any other entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

"**Agreement**" has the meaning set out in the Order Form and includes these Terms and Conditions.

"**Beta Service**" means a product, service or functionality provided by Diligent that may be made available to Client to try at Client's option at no additional charge, which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation, trial, or by a similar description.

"**Client**" has the meaning set out in the Order Form.

"**Client Data**" means the information successfully uploaded by Client to any Diligent Service and stored on Diligent's servers.

"**Client Personal Data**" means any personal data (as defined in Section 13) transferred or disclosed to Diligent by or on behalf of Client pursuant to the Agreement.

"**Client Software**" means any software application provided by Diligent to Client (and its Users) for installation and use by Client (and its Users) on a personal computer or tablet to enable access to and/or use of applicable Diligent Services (if applicable), including any Updates thereto provided by Diligent during the Term.

"**Content Service**" means that portion of any Diligent Service which provides, distributes, performs, broadcasts, or otherwise makes available any data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and/or any derivatives thereof, including, where applicable, all Updates delivered thereto (but at all times excluding Client Data).

"**Data Privacy Law**" means applicable data protection legislation, including the Data Protection Act 2018 and EU Data Protection Law.

"**Deliverables**" has the meaning set out in Section 14.

"**Diligent**" has the meaning set out in the Order Form.

"**Diligent Service**" means each proprietary software-as-a-service developed by Diligent, as described in more detail in the applicable Specification. For clarity, Diligent Service includes the Content Services.

"**Documentation**" means the training materials, specifications, and technical information regarding any

Diligent Service and Client Software provided by Diligent to Client and its Users, and all other information and User instructions regarding the capabilities, operation, installation and access to the Client Software and Diligent Service.

"**Effective Date**" has the meaning set out in the Order Form.

"**EU Data Protection Law**" means European Union Regulation 2016/679 (The General Data Protection Regulation).

"**Order Form**" means an order document that (i) explicitly incorporates these Terms and Conditions, (ii) describes the provision of one or more Diligent Services and/or Professional Services by Diligent to Client, and (iii) is executed by both Diligent and Client.

"**Party**" and/or "**Parties**" has the meaning set out in the Order Form.

"**Professional Services**" means those specific services (if any) agreed to in an Order Form to be delivered by Diligent in connection with a Diligent Service.

"**Professional Services Term**" means the term during which Professional Services shall be performed, being either (a) as specifically identified in the applicable Order Form where Professional Services are ordered; or (b) if no term is identified within such Order Form, then from the Effective Date of such Order Form until completion of the Professional Services identified therein.

"**Specifications**" means the most current available specification for the relevant Diligent Services.

"**Statement of Work**" or "**SOW**" means an Order Form solely for Professional Services to be provided in connection with a Diligent Service (such Diligent Service purchased under a separate Order Form).

"**Subscription Fees**" means the fees for the right to access and use a Diligent Service and Client Software as set out in the applicable Order Form.

"**Term**" has the meaning set out in Section 3.

"**Third-Party Provider**" means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Content Services.

"**Updates**" means corrections, bug fixes, patches, modifications, updates and enhancements that Diligent, in its sole discretion, makes generally available to its customer base.

"**User**" means an individual identified by Client as authorised to access a Diligent Service in accordance with the applicable Order Form.

"**User ID**" means a unique alphanumeric identifier assigned to a User so that the User can access Client Data and use the corresponding authorised features of a Diligent Service.

2.   Provision of Product and Services. During the Term, Diligent will make the Diligent Services specified in the Order Form available to the Client (subject to any restrictions in the Agreement, including number of Users). Client will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under the Agreement.

3.   Term. The Term of this Agreement begins on the applicable Effective Date and will continue for the period identified as the "Initial Term" in the Order Form ("**Initial Term**"). If no specific Initial Term period is stated in the Order Form, the Initial Term shall be one year. After the Initial Term, the term of the Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**"), unless either Party provides the other written notice of non-renewal no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Diligent may implement revised pricing for any

Renewal Term by giving written notice of the new pricing to Client at least sixty (60) days prior to the commencement of a Renewal Term and the pricing will apply to the Renewal Term unless Client provides written notice of non-renewal in accordance with this Section. Collectively each Initial Term and each Renewal Term (if any) constitute a "**Term**" in respect of the applicable Order Form.

4.   Access Right; Restrictions.

4.1.   Access Rights. During the 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 allow Users to, in accordance with the Agreement, access and use the applicable Diligent Services set out in the relevant Order Form solely for Client's internal business purposes. Client's Users may only access such Diligent Services through Diligent's web site and the Client Software. As part of any implementation of each Diligent Service, Client will identify in writing the Users, who will be assigned User IDs. For the avoidance of doubt, if applicable pursuant to the relevant Order Form, any Content Services described thereunder shall be Diligent Services and subject to the restrictions set forth herein.

4.2.   Client Software. During the Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants Client a limited, non-exclusive, non-transferable, and non-sublicensable right to install and use the applicable Client Software set out in the Order Form on the supported hardware platform solely in order for Users to access the applicable Diligent Services as permitted.

4.3.   Affiliates.   To the extent that Client is purchasing access on behalf of its Affiliates, Client irrevocably and unconditionally guarantees the compliance of each Client Affiliate with the Agreement and will be jointly and severally liable with each Client Affiliate for breach of the Agreement. All remedies available to Diligent, including the ability to obtain injunctive relief, will apply to such Client Affiliates, and Client will reasonably assist Diligent in enforcing Diligent's rights and remedies against such Client Affiliates.

4.4.   Reservation of Rights. Except for the limited rights set forth in Section 4.1 and 4.2 above, Client does not acquire any intellectual property or other rights, express or implied, in or relating to any Client Software or Diligent Services. Diligent reserves title, ownership, and all other rights to all Client Software and Diligent Services. Client and Users will not remove, obscure, or alter Diligent's copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Diligent Services, Client Software, or Documentation. For the avoidance of doubt, ownership of all Content Services (including any products or components contained therein) belongs to Diligent or its Third-Party Providers and nothing in this Agreement shall transfer or assign any right, title or interest in the applicable product or components of the Content Services to the Client.

4.5.   Restrictions. Client must not, and represents and warrants it will not, use the Diligent Services in any manner that is not described in the Documentation or in any manner that is prohibited by the Agreement. Client is responsible for all access and use of the Diligent Services and Client Software by its Users and any person that gains access through Client or any of its Users or User IDs.

4.6.   Restrictions on Use. Client must not and must ensure that Users do not, directly or indirectly, (i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the Diligent Services or Client Software or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) upload any Client Data or any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (iii) infringe the intellectual property rights of any third party in connection with use of the Diligent Services, Client Software or Documentation (including by uploading Client Data to the Diligent Services); (iv) interfere with or disrupt Diligent's software, the Diligent systems used to host the Diligent Services, other equipment or networks connected to the Diligent Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Diligent Services made known to Client; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the Diligent Services or Client Software or utilise the Diligent Services for the benefit of a third party, including

through a service bureau, commercial time-sharing arrangement, or application service provider (ASP) arrangement; (vi) provide publicly, or make publicly available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser) to the Diligent Services, or any part thereof; (vii) circumvent the User authentication or security of the Diligent Services or any host, network, or account related thereto; (viii) perform any penetration testing on or with respect to the Diligent Services, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Diligent Services; (ix) mirror the Diligent Services on any server; (x) make any use of the Diligent Services that Diligent reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (xi) fail to use commercially reasonable efforts to prevent the unauthorised license, sale, transfer, lease, transmission, distribution or other disclosure of the Diligent Services; (xii) allow any non-Users to use any User IDs, code(s), password(s), or other mechanisms issued to, or selected by, Client or Users for access to the Diligent Services; (xiii) use the Diligent Service, in whole or in part, in any manner that competes with Diligent or its Affiliates, including, but not limited to, any distribution of a Diligent Service, related data or derivative works based thereon; (xiv) create a database in any form whatsoever from the Diligent Service; (xv) associate the Diligent Service or its content to another website by employing any technology, including, but not limited to, hyper linking and framing; (xvi) use automated systems, software or processes to extract or compile data from the Diligent Service ("data scraping"); or (xvii) use the Diligent Service as part of Client's intranet or other internal network.

4.7.   User IDs. Rights of any User to utilise any Diligent Services cannot be shared or used by more than one individual. Client must not and will ensure that Users do not permit any other individual or entity to access (through User ID and password sharing or otherwise) the Diligent Service or Client Software. Client may on a permanent basis transfer a User's access right purchased by Client to another User without incurring additional Subscription Fee charges (but subject to payment of an installation fee); provided that Client submits a transfer request to and obtains a new User ID from Diligent and the original User is no longer a User and is not permitted access to the Diligent Service.

4.8.   Feedback. Client is not required to provide Diligent any feedback, comments or suggestions about the Diligent Service or any of Diligent's technologies, products, or services ("**Feedback**"). However, if Client provides Feedback, Client agrees that even if it is designated confidential, the Feedback is not confidential and Diligent is free to use, disclose, reproduce, license or otherwise distribute the Feedback without any obligations or restrictions of any kind, including intellectual property rights.

5.   Client Data and Client Materials.

5.1.   Client reserves all title and ownership of the Client Data. Diligent will take reasonable security measures with respect to the storage and transmission of Client Data. Upon Client's reasonable request, Diligent will provide Client with Diligent's then-current security Documentation made generally available to customers of the relevant Diligent Service. Diligent shall promptly notify Client after confirming any actual or reasonable suspected information security breaches affecting the security of the Client Data.

5.2.   Client hereby grants Diligent the right to use the Client Data for the purposes of providing the Diligent Services pursuant to the Agreement. If Client furnishes to Diligent any content, materials or other intellectual property (including graphics, logos, trademarks, etc.) other than Client Data (collectively "Client Materials") Diligent may use the Client Materials in connection with the provision of the Diligent Services under the Agreement. In addition to the foregoing, Diligent may (i) collect anonymized, de-identified information relating to use of the Diligent Services (including usage data) in order to improve Diligent's products and services and for other reasonable internal uses and (ii) aggregate such anonymized, de-identified information with anonymous, de-identified information of its other clients for purposes of creating and distributing case studies or industry reports as part of its products and services, provided that, in each case: (x) the information does not, and could not reasonably be used to, relate back to or identify Client; and (y) Diligent does not sell, resell or make other commercial use of such information (other than on an aggregated basis under the foregoing (ii)).

5.3.   Client agrees that Diligent and its affiliated companies may reference Client as a Diligent customer (including using Client's name and logo), including on Diligent's and its affiliated companies' website. Diligent will comply with Client's reasonable instructions that are provided to Diligent related to such use of name and logo.

5.4.   Client is responsible for providing sufficient bandwidth and network connectivity to ensure all Users can access and use the Diligent Service. The technical requirements set forth in this Section are subject to change upon notice. Client is responsible for ensuring its firewalls permit access to the Diligent-owned URLS/IP Addresses. To ensure Client receives optimal performance, Client should use the Diligent Service on a hardware and software system that matches or exceeds the highest specifications recommended by Diligent, such details being available on request. Suitable configuration of software and hardware will depend on individual circumstances. System performance may be adversely affected by unsuitable software or hardware. Client is responsible for determining the security configurations of its systems (e.g. password construction rules and expiration intervals). Client is responsible for setting up and ensuring the confidentiality of User accounts and passwords assigned to them for use with the Diligent Service. Client is responsible for promptly notifying Diligent after confirming any actual or reasonably suspected information security breaches affecting the security of the Diligent Service or Client Software, of which it becomes aware, including without limitation compromised User accounts. Client is responsible for periodically reviewing its security configurations and access rights to determine if they are appropriate for its needs. Client is responsible for defining its authorised approvers, documentation and validation requirements for changes to its use and access to the Diligent Service.

6.   **Pricing and Payment.**

6.1.   Fees.   In consideration for the provision of the applicable Diligent Services and Professional Services (as applicable), Client will pay the amounts set forth in the Order Form in accordance with the terms set forth in this Section. All Subscription Fees are to be paid annually in advance. Except as specifically provided to the contrary in the Agreement, in the event of the cancellation, completion, expiration or termination of the Agreement, all monies paid or due or owing to Diligent by Client shall be deemed non-refundable. Any reduction in the quantity of any purchase made in an Order Form must be agreed in writing by the Parties at least thirty (30) days in advance of the commencement of the next Renewal Term, and any such reduction shall take effect as of the commencement of the next Renewal Term. If there is no written agreement to reduce the quantity of any purchase in an Order Form by such time, the Agreement will automatically renew for the same quantity for the preceding Initial or Renewal Terms, as applicable. Diligent will issue an invoice to Client for the Initial Term's Subscription Fee for the first year and any other fees on or about the applicable Effective Date. For each year of the Term thereafter, Diligent will invoice Client for Subscription Fees approximately thirty (30) days prior to the anniversary of the applicable Effective Date. Client will pay all invoices within thirty (30) days of the date of invoice. For any amount not paid when due, and without prejudice to any other right and remedies of Diligent, Diligent may charge interest accruing on a daily basis on such due amounts at an annual rate equal to two percent (2%) over the then applicable statutory interest rate, commencing on the due date and continuing until fully paid, whether before or after judgment. Client will reimburse Diligent for its costs incurred (including reasonable attorney's fees) in the collection of Client's past due amounts. If any fees owing by Client are thirty (30) days or more overdue, Diligent may, without limiting its other rights and remedies, suspend access to the Diligent Services and/or Professional Services until such amounts are paid in full, provided Diligent has given Client at least ten (10) days' prior notice that its account is overdue. Client will be responsible for all travel, accommodation and meal expenses incurred in connection with any on-site training or instruction or attendance at board meetings at the request of Client. All amounts payable to Diligent hereunder are payable in full in euro (unless otherwise indicated in the Order Form) without deduction or set off, and shall be in addition to all taxes, bank fees or duties, which are also Client's responsibility.

6.2. Taxes.   All Subscription Fees are quoted exclusive of value added tax. Client is responsible for payment of all applicable value-added, sales, use, license and other transaction-based taxes (such as gross receipts or excise taxes), withholding taxes, and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Diligent's net income) which are levied or

imposed by reason of the transactions contemplated by this Agreement. In the event that any withholding taxes are payable under any applicable law in respect of any payment due to Diligent under this Agreement, Client shall gross up such payment such that the balance payable to the Diligent after deduction of the applicable withholding taxes shall be equivalent to the original amount due to Diligent. Provided that in the event any avoidance of double taxation treaty is applicable to such payments, Diligent and Client shall cooperate to obtain the full benefit of such treaty.

7. Warranties and Disclaimers.

7.1. Software and Services. During the Term, Diligent represents and warrants that the applicable Diligent Service and Client Software will materially conform to the applicable Specification. The warranty will not apply: (i) if the applicable Diligent Service or Client Software is not used in accordance with this Documentation; or (ii) if the defect is caused by Client Data, Client Materials or any third party services, content, products or modification or customisation to such Diligent Service or Client Software.

7.2. Remedy for Breach of Warranty. If notified in writing of a valid warranty claim under Section 7.1, Diligent will, at its option, (i) correct the non-conforming Diligent Service or Client Software so that it materially complies with the Specifications; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the Agreement and refund a pro-rata portion of the prepaid Subscription Fee based on the number of months remaining in the Initial Term or Renewal Term as of the date that Client provided written notice of the warranty claim under Section 7.1. This Section states Diligent's entire liability and Client's sole and exclusive remedy for breach of warranty under Section 7.1.

7.3. Viruses. Diligent will take reasonable precautions to protect against any person acting by, under or through Diligent from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into the Client Software provided hereunder.

7.4. Disclaimer.
A Except as specifically provided in the agreement, Diligent does not grant any warranties, such as any warranties of quality, merchantability, fitness for a particular purpose and non-infringement.

B Diligent makes no warranty or other agreement that the Diligent Service, Professional Services, Client Software, or any information or data accessed or stored therein will meet Client's requirements or be accurate, complete, error-free, reliable, or available.

8. Indemnification. Diligent will indemnify Client against any bona fide third party claim that the grant of a right to, or the access and use by, Client and its Users of the Client Software or any Diligent Service (or any Deliverables if applicable) in accordance with the Agreement infringes a validly existing United Kingdom or European Union trademark, copyright, patent or other proprietary rights and pay any final judgment awarded or Diligent-negotiated settlement. Diligent's obligations under this Section are conditioned upon Client providing Diligent (i) prompt written notice of any claim; (ii) sole and exclusive control over the defense and settlement of the claim; and (iii) such cooperation as Diligent may reasonably request with respect to the defense or settlement of such claim. Diligent will defend any claim with counsel of its own choosing and settle such claim as Diligent deems appropriate. Client may participate in the defense with counsel of its own choosing and at its own cost and expense. Client will not admit liability, take any position adverse or contrary to Diligent, or otherwise attempt to settle any claim or action without the express written consent of Diligent. If, in Diligent's sole opinion, an infringement claim may have validity, then Diligent may modify the Client Software, Deliverables or Diligent Service to make it non-infringing, procure any necessary license, or replace the affected item with one that is reasonably equivalent in function and performance. If Diligent determines in its sole opinion that none of these alternatives are reasonably available, then Diligent may terminate the Agreement, Client will discontinue using the allegedly infringing Client Software, Deliverables, or Diligent Service and Diligent will issue Client a pro-rata refund of any prepaid Subscription Fee for such Client Software, Deliverables or Diligent Service based on the number of months remaining in the then-current Initial Term or Renewal Term. Diligent has no obligation under this Section for and Client will indemnify Diligent against, any third-party claim arising from: (i) Client Data or Diligent's compliance with Client's or

its representatives' designs, specifications, instructions, or technical information; (ii) modifications to the Client Software, Deliverables or Diligent Service not made by Diligent; (iii) Client's use of the Client Software, Deliverables or Diligent Service that is non-compliant with the Documentation; (iv) use of the Client Software, Deliverables or Diligent Service in any manner that is not authorised or is not permitted by the Agreement; (v) Client use or combination of the Client Software, Deliverables or any Diligent Service with any other software, hardware, or services that are not provided by Diligent; or (vi) Client's failure to implement changes recommended by Diligent if the infringement would have been avoided by the implementation of the change. This Section states Diligent's entire liability and Client's sole and exclusive remedy for claims of infringement.

9.   DISCLAIMER OF CERTAIN DAMAGES.

9.1. Subject to Section 10.4: in no event will Diligent be liable or responsible to client for any consequential damages including loss of profits, business, goodwill, anticipated savings, or use; property damage; or business interruption, in each case arising out of or in any way related to the Agreement, any Diligent Service, Professional Services, or Client Software (whether caused by breach of contract or tort (including negligence) or breach of statutory duty or arising in any other way).

9.2 Subject to Section 10.4, the foregoing disclaimers will apply even if: (i) Diligent has been advised of the possibility of the damages; (ii) the limited remedies set forth herein fail of their essential purpose, and (iii) regardless of whether the liability is based on contract, tort, negligence, strict liability, product liability or otherwise.

10.   LIMITATIONS ON LIABILITY.

10.1. Subject to Section 10.4, in no event will the aggregate liability of Diligent (to the extent not disclaimed under Section 9) arising out of or in connection with the Agreement (whether caused by breach of contract or tort (including negligence or breach of statutory duty or arising in any other way)) exceed the total fees paid or payable to Diligent from Client under the Agreement during the twelve (12) month period prior to the time at which the loss, cost, claim or damages arose.

10.2. Subject to Section 10.4, the existence of multiple claims under or related to the Agreement or any order forms, the Diligent Service, Professional Services, or the Client Software will not enlarge or extend the limitation on money damages.

10.3. Without limiting Sections 10.1 and 10.2 (but subject to section 10.4), in no event will Diligent be liable for loss, corruption or compromise of the confidentiality of Client Data, unless the loss, corruption or compromise is due solely to Diligent's gross negligence or Diligent's intentional misconduct.

10.4. Nothing in the Agreement excludes the liability of either Party: (a) for death or personal injury caused by that Party's negligence; or (b) for fraud or fraudulent misrepresentation; or (c) for any other liabilities that cannot be excluded by law.

11.   Termination. Either Party may terminate the Agreement if the other Party materially breaches such Agreement and fails to cure the breach (if the breach is curable) within thirty (30) days after receiving the non-breaching Party's written notice specifying the breach. Notwithstanding the foregoing, Diligent may terminate the Agreement immediately upon providing written notice to Client if Client breaches Section 12 (Confidentiality) or Section 4 (Access Right; Restrictions), and Client may terminate the Agreement upon providing written notice to Diligent if Diligent breaches Section 12 (Confidentiality). Either Party may terminate the Agreement immediately (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such Party's debts; or (ii) upon the other Party's dissolution or ceasing to do business. Upon termination of the Agreement, all rights granted to Client pursuant to the Agreement (as the case may be) will terminate, Client will immediately cease all access and use of the applicable Diligent Service(s) and Client Software, and pay all unpaid fees. If Client terminates this Agreement due to Diligent's breach

of the Agreement, then to the extent Client has paid fees to Diligent that relate, on a pro-rated basis, to any portion of the Term that is after the date of termination, Diligent will pay to Client a pro-rated refund of such fees. After termination of the Agreement, Diligent will notify Client of the deletion date for Client Data held by Diligent. Prior to such deletion date, Diligent will either return or make Client Data available for the Client to export or download as provided in the Documentation. Sections 1, 4.4, 4.5, 5.2, 5.4, 6, 7.4, 9-13, the ownership language in 14.6 (but not the license granted to the Client), 15.4, and 16-17 will survive termination of the Agreement for any reason.

12.   Confidentiality. Client will retain in confidence the terms and pricing of the Agreement and all other non-public information, technology, and materials (including the Diligent Service and Client Software) provided by or on behalf of Diligent during the Term (Diligent's "**Confidential Information**"), and Diligent shall retain in confidence the Client Data (Client's "**Confidential Information**"). Each Party will not disclose the Confidential Information of the other to any third party except for those provided under the Agreement or use it for any purpose other than to carry out the activities contemplated under the Agreement. Each Party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of the Agreement (e.g., Users, contract developers, service providers, etc.), who have a need to know in connection with the Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in the Agreement. Each Party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each Party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving Party without obligation of confidentiality prior to disclosure by the disclosing Party; (b) was in or entered the public domain through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving Party without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving Party may disclose such information after providing to the disclosing Party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. In the event that Diligent is required by law to disclose any portion of the Client Data, or is so directed by Client, Client shall pay any reasonable fees associated with complying with such disclosure. The Parties agree that any violation or threatened violation of this Section will cause irreparable injury to the disclosing Party for which money damages would be an insufficient remedy, therefore the disclosing Party will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

13.   Data Protection

13.1. For the purposes of the Agreement the terms "controller", "data subjects", "personal data", "processor," "process," and "supervisory authority" shall have the meaning given to them by EU Data Protection Law.

13.2. Diligent will process any Client Personal Data on the Client's behalf as a processor, and the Client is the controller of such data. Each Party undertakes to comply with all Data Privacy Law applicable to such Party and shall not knowingly cause the other to breach Data Privacy Law.

13.3. Diligent will only process the Client Personal Data on documented instructions from the Client (which instructions constitute, for the avoidance of doubt, the instructions to process Client Personal Data in the course of Diligent's performance of the Agreement) and will not process any such Client Personal Data for any purpose except as set out in the Agreement.

13.4. Diligent will implement appropriate technical and organisational security measures (including confidentiality obligations applicable to Diligent Personnel) to ensure a level of security appropriate to the risks that are presented by the processing of Client Personal Data. In case of a personal data breach which may affect Client Personal Data, Diligent will notify the Client without undue delay after becoming

aware of it.

13.5. Diligent will use commercially reasonable efforts to: (i) assist the Client in ensuring compliance with the Client's obligation to respond to requests for exercising data subject's rights under EU Data Protection Law; (ii) make available all information reasonably necessary to demonstrate compliance with Data Privacy Laws; and (iii) allow for and contribute to audits, including inspections and information requests, conducted by the Client or an auditor mandated by the Client, provided that such audit shall be constrained to provision of Diligent's then-current technical Documentation which relates to the processing of Client Personal Data unless otherwise required by a supervisory authority.

13.6. Diligent will delete or return all Client Personal Data after termination of the Agreement unless otherwise provided by law.

13.7. The Client acknowledges and agrees that Diligent may retain Affiliates and other third parties as sub-processors (all together "**Sub-Processors**") in connection with the provision of the Diligent Service and Client Software, having imposed on such Sub-Processors the same data protection obligations as are imposed on Diligent under the Agreement. Diligent will be liable to the Client for performance of such obligations by the Sub-Processors.

13.8. In order to ensure that adequate safeguards are in place for the processing and transfer of personal data, the Parties shall ensure that personal data is transferred outside the European Economic Area only where permitted by EU Data Protection Law.

13.9. Diligent processes Client Personal Data on the Client's behalf as follows:
   13.9.1. Client Personal Data concerns the following categories of data subjects: Client may submit Client Personal Data to Diligent, the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to Client Personal Data relating to the following categories of data subjects: Client's customers, business partners and vendors of Client, employees, directors, officers, contact persons, and Users authorised to use the Diligent Service.
   13.9.2. Client Personal Data concerns the following categories of data: Client may submit Client Personal Data in the course of Client's activities under the Agreement and any Order Form(s), the extent of which is determined and controlled by the Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data: Name; home address; photograph; professional email address; professional telephone number (including mobile telephone number); personal email address; personal telephone number (including mobile telephone number); data related to transactions including transactions' purposes; tax ID; government identification number; customer numbers; complaints; bank account details; marketing preferences; IP address; cookie data; login credentials (username and password); traffic data including web logs; images.
   13.9.3. Client Personal Data is processed by Diligent on behalf of the Client in order to provide the Diligent Service(s), Professional Services, Deliverables, and/or any similar activities (such as support or training) as contemplated under this Agreement, including each Order Form.
   13.9.4. Client Personal Data is processed by Diligent on behalf of the Client for the duration of the provision of the Diligent Service(s), Professional Services, Deliverables, and/or any similar activities (such as support or training) as contemplated under this Agreement, including each Order Form.

14. **Professional Services.**

14.1 Scope of Applicability. The provisions of this Section shall apply solely to Professional Services, where such Professional Services are included in an Order Form. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Professional Services, this Section shall control. Notwithstanding Section 3, for purposes of any SOW, the Term of such SOW shall be the Professional

Services Term.

14.2 <u>Provision of Services</u>. During the Professional Services Term, Diligent shall use commercially reasonable efforts to perform the Professional Services, and Diligent represents and warrants that all Professional Services shall be provided in a professional and workmanlike manner.

14.3 <u>Remedy</u>. If notified in writing of any claim for Diligent's breach of Section 14.2, Diligent will, at its option, (i) reperform the Professional Services so that they comply with Section 14.2; 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 for Diligent's breach of Section 14.2.

14.4 <u>Suitability</u>. Diligent shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Diligent may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

14.5 <u>Client Responsibilities</u>. Client shall make available in a timely manner at no charge to Diligent all technical data, Client Data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Client required by Diligent for the performance of the Professional Services as 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, reasonable cooperation as Diligent requires to perform the Professional Services.

14.6 <u>Ownership</u>. Ownership of all work product, developments, inventions, technology or materials related to any Professional Services (the "Deliverables") shall be solely owned by Diligent (except with respect to Client Data, which shall remain Client's sole property). 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.

14.7 <u>Modifications and Change Orders</u>. For the avoidance of doubt, modifications to the scope of any Professional Services shall become effective only when a document incorporating the relevant written change request is executed by authorised representatives of both Parties.

15. <u>Content Services.</u>

15.1 <u>Scope of Applicability</u>. The provisions of this Section shall apply solely to Content Services, where such Content Services are part of an Order Form. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Content Services, this Section shall control. For the avoidance of doubt, the Content Services and any components, data, or content therein constitute a part of the Diligent Service under this Agreement.

15.2 <u>Enhancements or Revisions to Content</u>. Diligent reserves the right to alter or modify the Content Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features and/or data or changes in instructions and/or documentation.

15.3 <u>Specific Restrictions</u>. Without limiting anything else in the Agreement, Client shall not (and shall ensure that each User shall not) perform any of the following acts, except as otherwise expressly permitted by the Agreement or with the express written permission of Diligent:
(i) license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise redistribute any data within the Content Service or any components thereof in any manner, including, but not limited to, via or as part of any internet site;
(ii) provide access to the Content Service or any portion thereof to any person, firm or entity other than

a User, including, but not limited to, any Affiliate not expressly identified in the Agreement;
(iii) use and access the Content Services other than as permitted under this Agreement; or
(iv) copy, reproduce, modify, distribute, create derivative works of, publicly display, publicly perform, reverse engineer, decompile, or disassemble the Content Services or any portions thereof.

15.4   <u>Disclaimer.</u> Diligent and any Third-Party Providers make no representations, conditions or warranties regarding the completeness, veracity, fitness for a particular purpose, merchantability or accuracy of the Content Services or any component thereof, or for any delays, interruptions or omissions. The Content Services and any components thereof are provided on an "as is" and "as available" basis, and Client's use of the Content Services is at Client's own risk. Diligent and any Third-Party Providers are not liable for the data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and any derivatives thereof, (including, where applicable, all updates to the foregoing) in each case included in the Content Services or any decision or consequence based on use of the foregoing.

15.5 <u>Indemnity</u> Client will indemnify Diligent and any Third-Party Providers for any claim, suit, action or proceeding by a third party arising directly from (a) any negligent or more culpable act or omission, willful misconduct or fraud of Client in connection with its use of the Content Services; (b) the infringement or misappropriation of any trademark, copyright, patent, or other proprietary rights of a third party by Client; (c) any failure by Client to materially comply with any applicable law in connection with its use of the Content Services; or (d) Client's failure to comply with any of the terms of this Agreement in connection with its use of the Content Services.

16.   **Beta Services.**

From time to time, Diligent may make Beta Services available to Client at no charge. **Client may choose to try such Beta Services in Client's sole discretion.** Unless otherwise determined by Diligent, no Order Form is specifically required to enable Client's use of Beta Services. Beta Services are intended for evaluation purposes and not for production use. Beta Services are not supported and may be subject to supplemental terms in addition to those set out in this Agreement, which will be presented to Client. Beta Services are not considered part of the "Diligent Service", "Client Software" "Professional Services", or similar terms under this Agreement; however, all restrictions and Client commitments under this Agreement shall apply to Client use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. Diligent may discontinue Beta Services at any time in Diligent's sole discretion and may never make Beta Services generally available. Diligent will have no liability for any harm or damage arising out of or in connection with a Beta Service. Beta Services are provided "as is" and as available, exclusive of any warranty, representation, guarantee, condition or term of any kind, whether express, implied or imposed by law.

17.   **Miscellaneous.**

17.1. <u>Conflict.</u> If there is an inconsistency between any of the provisions in the main body of the Agreement and any Order Form, the provisions in the Order Form shall control.

17.2. <u>Variation.</u> No amendment or variation of the Agreement (including any Order Form) will be effective unless it is in writing and signed by each Party.

17.3.   <u>Waiver.</u> All waivers under the Agreement must be in writing to be effective. No waiver by a Party of any default or breach will be deemed a waiver of any subsequent default or breach. No failure or delay by a Party to exercise any right or remedy provided under the Agreement will operate as a waiver or prevent the exercise of any such right or remedy of such Party, or the enforcement of any obligation of the other Party, under the Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.4.   Severance. If any provision (or part of a provision) of the Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the provision will be enforced to the fullest extent permissible to effect the Parties' intent, and the invalidity or unenforceability will not operate to invalidate the remaining provisions of the Agreement. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

17.5.   Interpretation of Agreement. The Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either Party.

Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Unless stated otherwise, all references to sections, parties, terms, Exhibits, Order Forms and similar references are to the sections of, Parties to, terms of, Exhibits and Order Forms to the Agreement. All captions and headings are intended solely for the Parties' convenience, and none will affect the meaning of any provision. The words "herein," "hereof," and words of similar meaning refer to the Agreement as a whole, including its Exhibits. All references to "days" refer to calendar days, unless otherwise expressly set forth in the Agreement.

17.6.   Governing Law and Jurisdiction. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Netherlands. The Parties irrevocably agree that the courts of Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

17.7.   Notices. Any notices required or permitted to be given hereunder by either Party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognised overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other Party at the address set forth in the Order Form (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery. Notwithstanding the foregoing, notices terminating the Agreement may not be sent by email.

17.8.   Entire Agreement. The Agreement contains the entire understanding and agreement between Diligent and Client with respect to the subject matter of the Agreement, and supersedes all other prior and contemporaneous proposals, representations, agreements, understandings, and commitments between Diligent and Client with respect to the subject matter of the Agreement.

The Agreement supersedes any conflicting terms in Client's purchase order or other ordering document. Any terms of trade stated or referenced in Client's purchase order, or any other terms to which Diligent has not specifically agreed in a writing signed by an authorised representative of Diligent, are not binding on Diligent.

Each of the Parties acknowledges and agrees that in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

17.9.   No Offer of Securities.. Neither Diligent nor its Third-Party Providers are investment advisors and nothing contained in the Content Services will be construed as to make a representation or warranty, express or implied, regarding the accuracy or completeness of the data and information contained in the applicable product or the advisability to buy, sell, subscribe for, exchange or redeem a particular investment. The service provided under this Agreement and all content provided in conjunction with

them are for informational purposes only and do not constitute, and should not be construed as a solicitation or offering of any investment or other transaction, an identification or offering of any securities for purchase, a recommendation to acquire or dispose of any investment, or the provision of any financial, tax, legal or other advice of any nature whatsoever. Client understands and agrees that any decisions it makes on the basis of any information provided under this Agreement are made solely at its own risk and Diligent and the Third-Party Providers have no responsibility or liability arising from such decisions. Diligent and/or the Third-Party Providers do not (i) serve as an agent for Client, Users, or any other person, (ii) market securities to investors, (iii) participate in negotiations between a Client, Users or any investor, (iv) handle any monies or securities in transactions between investors and Client or Users (or other third parties), or (v) assist Client, Users, or investors with the completion of any transactions between them (such as transaction documentation or paid referrals).

17.10.   Links to Third-Party Sites. Diligent Services and/or Client Software may contain links to, or allow you to connect and use, certain third-party products, services, or software ("Third-Party Services", and each, a "Third-Party Service") in conjunction with your use of the Diligent Service. To take advantage of these features, Users may be required to sign up or log into such Third-Party Service or their respective websites or applications. Client acknowledges that any use of such Third-Party Service is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that Diligent does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content, or the manner in which such Third-Party Service uses, stores or processes any data. Certain features of certain Diligent Services and/or Client Software may depend on the availability of these Third-Party Services and the features and functionality they make available to us. Diligent does not control Third-Party Service features and functionality, which may change without notice to Diligent or Client. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to Diligent, or stops providing access to such features and functionality on reasonable terms, as determined by Diligent in its sole discretion, Diligent may stop providing access to certain features and functionality of the Diligent Services and/or Client Software. Diligent will not be liable to Client for any refunds or any damage or loss arising from or in connection with any such change made by a Third-Party Service or any resulting change to the Diligent Service and/or Client Software. Client and its User irrevocably waive any claims against Diligent with respect to any Third-Party Services.

17.11.   Force Majeure. Neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including: acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign governments; network and/or computer failure or shortage of supplied materials ("**Force Majeure Event**"); provided that the affected Party makes a reasonable attempt to remove the impact of the Force Majeure Event as soon as reasonably possible. Either Party will have the right to terminate the Agreement upon written notice if a Force Majeure Event continues to impact performance of the other Party for more than thirty (30) consecutive days.

17.12.   Export. Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) to any country or person in breach of any applicable laws or regulations regulating export ("*Export Control Laws*"). Client shall ensure that its Users do not access any Diligent Service (or use the Client Software or any Deliverables) in breach of Export Control Laws.

17.13.   Anti-Bribery. Each Party shall comply with all applicable anti-bribery legislation in connection with the operation of this Agreement. Each Party agrees that it has not received or been offered any illegal bribe, kickback payment, gift, or thing of value from any of the other Party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a Party learns of any breach of this Section related to this Agreement, it will use reasonable efforts to promptly notify the other Party's legal department.

17.14.   No Assignment or Delegation. Client may not (i) assign the Agreement or rights to the Diligent Service, Professional Services or Client Software, in whole or in part, or (ii) delegate its duties, or have another assume its responsibilities or liabilities, under the Agreement, to any third party without the prior

written consent of Diligent. Any attempted assignment in contravention of this provision will be null and void. The Agreement will be binding on all permitted assignees and successors in interest. Diligent may freely assign or subcontract its rights or obligations under this Agreement.

17.15.   Independent Contractor. Diligent is an independent contractor. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party will have the power to act in the name or on behalf of, or otherwise bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17.16.   Third-party Beneficiaries. Diligent's Third-Party Providers are third-party beneficiaries under this Agreement and may enforce the terms and conditions of this Agreement against Client as it relates to such Third-Party Provider, but such Third-Party Providers will not be liable to Client for any damages with respect to the Content Services or any matters arising under this Agreement with respect to the Content Services. Except as expressly provided in this Section 17.16, the Parties confirm that it is not their intention to confer any rights on any person who is not a party to the Agreement.

17.17.   Rights and Remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17.18.   Counterparts. The Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or electronic mail in PDF or other similar format and will be deemed original. The signatories to the Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Party to the Agreement.