

IRIS Terms

These Iris Terms are applicable between CSC and the Client Company. These Iris Terms determine the terms and conditions under which CSC will provide the Client Company access to certain Information through the Portal.

These Iris Terms do not amend or supersede the contractual terms or conditions agreed between CSC and the Client Company pursuant to any Agreement between them.

1. Definitions and Interpretation – In these Iris Terms (except where otherwise expressly provided):

Agreement means any agreement between the Client Company and CSC;

Applicable Law means the law governing these Iris Terms as defined in the Agreement;

Client Company means a company, trust, foundation, any other form of legal entity, partnership, or unincorporated business, set up, maintained and/or managed by CSC or to which CSC provides any Service at the request or instruction of the Client Company and/or its Group Members;

Group Member(s) means (i) any (ultimate) beneficial owner or parent company (and any subsidiary thereof), subsidiary, affiliate, group or successor company and (ii) any of their directors, board members, officers, contractors, delegates, sub-delegates, agents, shareholders or representatives;

CSC means Corporation Service Company, a company incorporated in the United States, having its registered office at 251 Little Falls Dr, Wilmington, Delaware 19808-1674, the United States of America and/or any of its Group Members contracting the Agreement with the Client Company;

Information means information owned by or related to the Client Company, such as – but not limited to – key data, corporate documents, structure charts, information relating to the Client Company’s Group Members, trade register excerpts, company information, minutes and other legal documents;

CSC Appointee means any director, officer, manager, employee or other person who – at the direction, request or approval of CSC - performs the Services, as a director or other officer, trustee, manager, signatory of shareholder of the Client Company or otherwise in connection with the Services;

Intellectual Property Rights means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

Iris Terms means the terms and conditions under which CSC will provide the Client Company access to certain Information through the Portal as set out herein;

Portal means the global client portal developed and owned by CSC and styled *IRIS*;

Service(s) means any service rendered by CSC to the Client Company, pursuant to or in connection with any Agreement; and

User or **Users** means (a) any physical person authorized by the Company or any of its Group Members to access the Information and meeting the conditions of Clause 5 of these Iris Terms or (b) an CSC Appointee;

2. Access to the Portal – CSC will provide secure remote access to the Information through the Portal to the Users. The Client Company acknowledges that the Portal functions as an addition to the existing Services provided by CSC to the Client Company and is not intended to replace any of the Services currently provided by CSC to the Client Company.

CSC may also change, terminate, suspend or discontinue any aspect of the Portal, including the availability of any features on the Portal with or without notice.

3. The Information – The Client Company agrees and accepts that CSC makes the Information available through the Portal to the Users.

4. Intellectual Property – The Client Company agrees and accepts that the Portal is operated by, and outsourced to, CSC. The Client Company, procuring the same on behalf of its Group Members, acknowledges and agrees that CSC shall retain all Intellectual Property Rights in relation to the Portal. CSC hereby grants the Client Company, for the term of these Iris Terms, a limited, non-exclusive, non-transferable and revocable license to use Portal and any new versions thereof. All trademarks, service marks, names, trade names, trade dress, logos and images relating to the Portal or CSC are registered and/or trademarks and service marks of CSC. Use of the Portal in no way grants the Client Company any rights or licenses to use such marks, logos or names.

The Client Company shall not and shall procure the same for its Group Members (a) assign, transfer, sell, rent, grant sub-licenses (other than as allowed pursuant to clause 7 of these Iris Terms); or (b) make any modifications, enhancements or updates to the Portal; or (c) reverse engineer the Portal or (d) remove or alter any copyright or other proprietary notice in relation to the Portal.

5. Users – The Client Company may - through one of the persons authorized to instruct CSC in relation to the provision of Services to the Client Company - specify, in writing or electronically, to CSC, a certain number of physical persons to be provided access to the Portal. All Users must be a shareholder, representative of a shareholder, director, board member, employee or officer of the Client Company and/or any of its Group Members or of a duly appointed service provider of the Client Company and/or any of its Group Members and must be of legal age. Should a User no longer meet the requirements of this clause, the Client Company will immediately inform CSC to enable CSC to revoke access of such User to the Portal.

CSC may appoint an CSC Appointee as User.

6. Instructions – The Company hereby agrees and acknowledges that certain Users may be authorized to instruct CSC in relation to the provision of Services.

7. End User License Agreement (“EULA”) - Each User will be granted access to the Portal upon acceptance by the User of the terms and conditions of an EULA for making use of the Portal.

8. Revocation of access – The Client Company is, at its sole discretion, at any time authorized – through one of the persons authorized to instruct CSC in relation to the provision of Services to the Client Company - to instruct CSC to suspend or revoke access of a certain User to the Portal and/or terminate the EULA with such User. CSC is at any time authorized to do the same if in the opinion of CSC a User (a) violates the EULA, (b) uses the Portal in a manner that CSC believes will cause it or the Client Company liability and/or damages or (c) is inactive on the Portal for a certain period of time.

9. Unauthorized Use – The Client Company will be responsible for the use of the Portal by the Users appointed by it and will prevent unauthorized use of the Portal by its Users and will terminate any such unauthorized use. The Client Company will instruct CSC to terminate access to the Portal of any User having demonstrated such unauthorized use. User accounts may only be provisioned, registered, and used by a single User. The Client Company will promptly notify CSC of any unauthorized use of or access to the Portal or any other breach of security.

10. Security Emergency – Notwithstanding anything in these Iris Terms, in the event of any of the following, CSC may suspend the use of all or a part of the Portal (a) when suspension is necessary due to Portal failure or maintenance of the Portal, any hardware, data, or Information or (b) when it becomes difficult to continue to provide access to the Portal due to reasons caused by a third party or (c) when a force majeure event or any other emergency event

occurs or may occur or (d) when the suspension of all or a part of the Portal is necessary in order for CSC to protect the Portal or the Information from acts of unauthorized computer access or (e) when CSC judges that the suspension of all or a part of Portal is desirable based on objective and reasonable reasons.

11. No Warranty – CSC is not obligated under these Iris Terms to provide any support services for the Portal. Any support provided is “*as is*”, “*with all faults*”, and without warranty of any kind.

To the fullest extent permitted by law neither CSC nor its suppliers and distributors make any warranties, either express or implied, about the Portal or its use. The Portal and its use are provided “*as is*”. CSC also disclaims any warranties of merchantability, fitness for a particular purpose, and non-infringement.

CSC does not guarantee that the Portal will function without interruption or errors. The Client Company agrees and acknowledges that Information made available through the Portal is provided “*as is*” and that the Information included in the Client Company’s hard copy and/or (electronic) corporate files kept by CSC under the Agreement prevails.

The Portal may consist of or include third party applications that are licensed to CSC. CSC will not be responsible for any act or omission of such third-party.

12. Termination – CSC may terminate access to the Portal and may terminate each EULA with each User of the Client Company (a) in case the Agreement terminates or (b) in case of inappropriate use of the Portal in the opinion of CSC or (c) upon the occurrence of one or more of the events listed in article 8 of these IRIS Terms above.

13. Indemnity – The Client Company shall indemnify CSC and its Group Members and keep CSC and its Group Members indemnified from and against any and all losses suffered or incurred by them arising out of or in relation to any actual or alleged infringement of any Intellectual Property Right in connection with the use of the Portal by its Users in accordance with these Iris Terms.

14. Liability of CSC – To the extent permitted by law CSC and its Group Members shall not be liable to the Client Company or User or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to the Portal (e.g. offensive or defamatory statements, down time or loss, use of, or changes to, information or content).

15. Data Protection Reference – CSC shall collect such Information, which may include personal data, in conformity with the Privacy Notice (<https://www.intertrustgroup.com/legal/data-protection-and-privacy/>). Where and to the extent CSC process personal data (“**Data**”) of which the Client Company is controller, it shall process such Data in accordance with the Data Processing Protocol (as available on <https://www.intertrustgroup.com/legal/data-protection-and-privacy/>). The Client Company agrees to, and shall cause its Group Members to agree to, such data processing in accordance with the Data Processing Protocol. The Client Company explicitly agrees that the abovementioned Data Processing Protocol forms an integral part of these Iris Terms.

16. Confidentiality – CSC will be subject to statutory and/or contractual confidentiality obligations, in accordance with the Agreement.

17. Variation – CSC shall at its sole discretion be entitled to update, modify, change, add or remove these Iris Terms. Any such amendment to these Iris Terms will only become effective three months after such amendment has been notified in writing to the Client Company and/or the Client Company’s Users through the Portal. The Client Company’s or its Users’ continued use of the Portal following the posting of such amendments constitutes its agreement to be bound by the changes. The Client Company agrees that CSC shall not be liable to the Client Company or to any third party for any modification, suspension or discontinuation of the Portal or the Iris Terms.

18. Severability – If any provision of these Iris Terms or any Agreement is held to be invalid, unenforceable or to contravene an applicable law, then such provision shall (so far as it is invalid, unenforceable or contravenes an applicable law) be given no effect and

shall be deemed not to be included in these Iris Terms, but without invalidating any of the remaining provisions of these Iris Terms. The parties shall then use all reasonable endeavors to replace the invalid, unenforceable or contravening provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, unenforceable or contravening provision.

19. Enforcement, law and jurisdiction - These Iris Terms shall be governed by and construed in accordance with the Applicable Law and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of that location to hear and decide any lawsuit, action or proceedings, and to settle any dispute which may arise out of or in connection with these Iris Terms.

Each of the parties to these Iris Terms and any of the Agreements irrevocably waives any objection which it might now or hereafter have to the courts referred to above being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these Iris Terms and agrees not to claim that any such court is not a convenient or appropriate forum in each case whether on the grounds of venue or *forum non conveniens* or any similar grounds or otherwise.