

Diligent Corporate Secretarial Services Product Terms

The following additional product terms apply when the Client purchases Professional Services identified as Entities Recurring Services and/or Entities Nonrecurring Services, and any references to “Professional Services” on this page shall be understood to refer only to the Professional Services referenced on the Order Form

For purposes of the Agreement, except as otherwise set out in the Order Form, in the event of a conflict between these Product Terms and the Agreement, these Product Terms shall control. Any term not otherwise defined herein, shall have the meaning specified elsewhere in the Agreement.

1. Scope/Deliverables

- 1.1. The scope and Deliverables for the Professional Services are as detailed in the relevant section of Annex 1. Additional Professional Services may be purchased by Client and Diligent agreeing to either an amendment to the Order Form or (in the case of adjusting existing Professional Services) by submission by Client of a Change Request as detailed in Section 9 below.
- 1.2. If Client has not requested and/or used the Professional Services (or any part of thereof) before the end of the Term (and this is not due to a failure by Diligent to schedule its personnel), Diligent shall not be obligated to provide any Professional Services after the Term.

2. Subcontractors

Diligent may use subcontractor(s) to support Diligent’s provision of the Professional Services and Client hereby consents to the use of such subcontractor(s), provided they are bound by confidentiality obligations no less onerous than Diligent’s confidentiality obligations detailed in the Agreement.

3. Client Data and Data Protection

- 3.1. For the purposes of the Professional Services, any reference to “Client Data” means the information successfully submitted by Client or its Users to the Diligent Service or otherwise provided to Diligent by Client for the purpose of undertaking the Professional Service.
- 3.2. Client acknowledges that the provision of the Deliverables may involve the access and processing of Client Data by Diligent and its subcontractors and Client hereby consents to Diligent and its subcontractors accessing and processing the Client Data for the sole purpose of providing the Professional Services and any Deliverables.
- 3.3. Client shall be solely responsible for collecting all necessary Client Data from its Affiliates as required by Diligent to provide the Professional Services. The transfer of such Client Data and information between Client and its Affiliates shall take place directly and exclusively between these parties. Client shall ensure that any Client Data collected by from its Affiliates and provided to Diligent is complete and accurate. Diligent shall bear no responsibility for any failure by Client or its Affiliates to collect, transfer, or prepare such Client Data. The Parties agreed that Client shall be the Controller (and Data Exporter in respect of the transfer of Client Data to Diligent from outside Diligent’s jurisdiction of incorporation) and Diligent shall be Processor (and Data Importer in respect of the transfer of Client Data to Diligent from outside Diligent’s jurisdiction of incorporation).
- 3.4. Client warrants and represents that it has:
 - (A) collected, lawfully obtained, and adequately prepared the Client Data in accordance with applicable laws and the terms of the Agreement; and
 - (B) obtained the consent necessary for Diligent to process the Client Data.
- 3.5. Diligent shall ensure that access to and processing of Client Data is strictly restricted to essential Diligent and subcontractor personnel authorized (as appropriate) to provide the Professional Services described above.

4. Client Responsibilities

- 4.1.** Client acknowledges and agrees that the following responsibilities (and any additional Client responsibilities detailed in Annex 1) must be met by Client to ensure Diligent can provide the Professional Services:
- (A)** Availability of key Client stakeholders or subject matter experts for discussions, information gathering or feedback sessions;
 - (B)** Timely access to accurate and complete Client Data where reasonably requested;
 - (C)** Designation of a primary contact at Client's organization to streamline communication;
 - (D)** Availability of Client decision-makers to provide approvals or guidance within agreed timelines;
 - (E)** Access to relevant documentation;
 - (F)** Adherence to timelines for Client responsibilities, such as review cycles or providing feedback;
 - (G)** Any necessary legal, regulatory, or compliance approvals Client must obtain; and
 - (H)** Ensuring access to Client's third-party vendors, consultants, or partners as needed (excluding Diligent's subcontractors).
- 4.2.** For the avoidance of doubt, where the proper performance of the Professional Services is dependent on the completion of tasks or services by Client or third parties, Diligent shall have no liability to Client for any delay, the non or partial performance of the Professional Services arising from the delay, non-performance, or partial performance of such tasks by Client or third parties.

5. Key Assumptions/Disclaimers/Out-of-Scope

5.1. Key Assumptions

The provision of Professional Services under the Agreement is subject to the assumptions detailed below and any service-specific assumptions detailed in Annex 1:

- (A)** Diligent is not obligated to provide anything beyond the relevant scope of the services in Annex 1 without a Change Request that has been signed by both Parties in accordance with Section 9.2;
- (B)** All documents produced by Diligent will be in accordance with Diligent documentation standards;
- (C)** Documents produced by Diligent may only be accessible by Client, its Affiliates, professional advisers and experts and applicable governmental or regulatory authority;
- (D)** All Professional Services will be conducted remotely at a location of Diligent's discretion unless otherwise specified in these Product Terms, provided that providing the Professional Services from such locations does not breach any applicable laws or regulations regulating export or data privacy;
- (E)** All Professional Services will be provided in English unless otherwise mutually agreed to by the Parties; and
- (F)** Client is responsible for managing its internal and external employees and contractors, including but not limited to the planning assistance, management, and execution of communications plans.

5.2. Disclaimers

- (A)** The Professional Services are not intended to replace or serve as a substitute for legal advice and Client should not take action in respect of the subject matter of the Professional Services without obtaining its own appropriate legal advice.

- (B) The provision of the Professional Services by Diligent to Client and its Affiliates is not intended to create a lawyer-client relationship and communications and information shared between the parties do not establish a lawyer-client relationship.

5.3. Activities Out-of-Scope

The activities listed below and those detailed as such in Annex 1 are out of scope of the Professional Services:

- (A) Training of the usage of Diligent technologies outside of the defined scope above; and
- (B) Troubleshooting issues with the Diligent Services.

6. Warranty

Diligent warrants that the Professional Services shall be provided in a manner consistent with industry standards of a similarly situated professional services provider.

7. Fees/Charges

- 7.1. All Subscription Fees for Entities Recurring Services shall be invoiced annually in advance.
- 7.2. All Subscription Fees for Entities Nonrecurring Services shall be invoiced following execution of the applicable Order Form.
- 7.3. Disbursements are not included within the Subscription Fees and do not require prior written approval from Client before they are incurred by Diligent.
- 7.4. Upon agreement to change the scope of Professional Services via a Change Request under Section 9, Diligent may invoice Client immediately. If the Change Request affects the Entities Recurring Services and the Client is invoiced annually in advance, the additional Subscription Fees will be prorated from the Change Request date to the next invoice date. The additional Subscription Fees for the remainder of the Term shall then be included in the annual invoice cycle.
- 7.5. In the event of onsite services, reasonable out-of-pocket expenses incurred by Diligent to provide the Professional Services (e.g. hotel, travel and meals) will be billed to Client at Diligent's actual cost, in accordance with the reasonable travel policy provided by Client and provided that Client has given their prior written approval.

8. Intellectual Property

- 8.1. Client shall own the intellectual property in any Deliverable provided by Diligent in the provision of the Professional Services, except to the extent that such intellectual property is owned by Diligent and which is or has been developed independently of the Agreement (whether prior to the Effective Date or otherwise) ("**Diligent Background IP**").
- 8.2. Diligent hereby grants to Client and the Client entities in Exhibit A a royalty-free, non-exclusive, non-transferable perpetual license to any Diligent Background IP that is incorporated into any Professional Service Deliverable(s) provided hereunder solely for the purpose of enabling Client and the Affiliates to make use of such Deliverables for their intended purpose under the Agreement.
- 8.3. The parties acknowledge and agree that the uploading of any Deliverables into the Diligent Services shall not impact the intellectual property rights detailed in this Section 8.

9. Changes to Scope of Professional Services and

- 9.1. For the purposes of this Section 9, "**Contract Quarter**" means each successive period of three (3) months during the Term, with the first Contract Quarter commencing on the Effective Date of the Order Form.

- 9.2.** Diligent follows a formal Change Request process where Client requires a change to the scope of services, Deliverables or Subscription Fees. The Parties agree as follows:
- (A)** 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 a change to be made to the Client entities listed in Exhibit A of the Order Form), the Diligent Professional Services lead and Client contact will review the proposed changes for priority and impact to the scope, budget, and/or timeline and document the proposed changes in a Change Request, which shall be executed by both Parties prior to Diligent implementing any changes to the Professional Services;
 - (B)** where Client requires a minor change to the Professional Services ("**Additional Services**"), the Parties may initially agree to such change in writing (by email is accepted). Following such acceptance, Diligent shall undertake the Additional Services and shall raise a Change Request for the provision of the Additional Services at the end of the Contract Quarter in which it agreed in writing to undertake the Additional Services; and
 - (C)** where Diligent incurs disbursements in providing the Professional Services, it shall raise a Change Request detailing these prior to the expiry of the Term, which shall be executed by both Parties (acting reasonably).
- 9.3.** 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.

10. Non-Solicitation of Individuals

- 10.1.** Client shall not (except with the prior written consent of Diligent) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of Diligent (or its subcontractor, if applicable) any person employed or engaged by Diligent or its subcontractor in the provision of the Professional Services or at any time during the Term or for a further period of six (6) months after the termination of the Agreement other than by means of a national advertising campaign open to all and not specifically targeted at any of the staff of the other party.
- 10.2.** If Client commits any breach of this Section 10, Client shall, on demand, pay to 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.
- 10.3.** This Section 10 shall survive the termination or expiration of the Agreement.

11. Non-Solicitation of Subcontractors

- 11.1.** Except where Client has terminated the Agreement for Diligent's material breach in accordance with the terms of the Agreement, Client agrees that at any time during the Term or for a further period of six (6) months after the termination of the Agreement, they will not directly or indirectly solicit, engage, or otherwise work with any subcontractors, agents, or consultants engaged by Diligent in connection with the Professional Services provided, for the purpose of procuring services similar to those provided under this Agreement, without the prior written consent of Diligent.
- 11.2.** This restriction applies to any subcontractors, agents, or consultants who were introduced to Client as part of the Professional Services rendered by Diligent and who were actively involved in the provision of the Provisional Services to Client during the Term.
- 11.3.** 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.
- 11.4.** This Section 11 shall survive the termination or expiration of Agreement.

Annex 1 – Service Package Scopes

1. Entities Recurring Services

1.1. Scope of Service

Where Client purchases Diligent's Entities Recurring Services, Diligent 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 to Client at least one (1) month 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, such as Companies House in the UK.
- (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 or legal team.
- (F) Disbursement and Filing Fee Assistance. Assist in paying disbursements and government filing fees related to the above 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 Diligent's corporate secretarial personnel and subcontractors.
- (I) Status Calls. Conduct monthly status calls with Client to review open items. During transition periods, calls will occur bi-weekly.
- (J) Compliance Calendar Oversight. Manage and maintain a compliance calendar for statutory corporate deadlines.

1.2. Assumptions

- (A) Routine Services. Entities Recurring Services 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 and considered Additional Services.
- (B) Document Language. Documents will be produced in dual-language or with an English translation.
- (C) Jurisdictional Variances. Minor jurisdictional differences may apply. Diligent will notify and outline fees for approval if these arise, and such variances will be treated as Additional Services.
- (D) New Compliance Requirements. Adjustments for new compliance requirements will incur separate charges, subject to Client approval.
- (E) Uncompleted Items. Entities Recurring Services not completed within a contract year will be classified as Additional Services in subsequent years.
- (F) Tax and Financial Services. The scope excludes all tax and financial services.

- (G) Digital Platform Use. The services will be coordinated through email, except for Entities Nonrecurring Services deliverables, which will be provided as PDFs.
- (H) Additional Calls. Additional or modified status calls may incur extra fees, subject to prior agreement.

1.3. Out of Scope

- (A) Nominee Positions. Assistance with nominee roles (e.g., director, company secretary) is excluded. These services may be arranged separately through in-country teams.
- (B) Disbursement Payments. While Diligent will assist with disbursement payments, certain situations (e.g., direct invoicing by a notary) may require local entity payment.

2. Entities Nonrecurring Services

2.1. Scope of Service

Where Client purchases Diligent's Entities Nonrecurring Services, Diligent shall:

- (A) Entity Status Report. Provide a Diligent template report for each entity, confirming its current status (name, registered office, directors, share capital, and shareholders);
- (B) Discrepancy Identification. Identify and report discrepancies between the entity's records and public registry information, recommending remedial actions for compliance; and
- (C) Documentation Review. Review entity records provided by Client, Client's corporate database, and publicly available registry information.

2.2. Assumptions

- (A) Timeline. Each Entities Nonrecurring Service shall be undertaken within the first three (3) months of the Term or within three (3) months of a Change Request being executed.
- (B) Not Due Diligence. This is not a due diligence exercise.
- (C) Remedial Action Costs. The fees (excluding disbursements) for rectifying discrepancies or completing remedial actions for the entities listed in Exhibit A are incorporated within the fees in Section 7.3 Fees 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) Timeframe of Review. Only documentation from the past three years or the most recent versions (e.g., latest Articles of Association) 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.

2.3. Client Responsibilities

Provide statutory registers and records promptly to complete the Entities Nonrecurring Services within the designated timeframe (e.g., three (3) months). Delays may incur additional charges unless otherwise agreed between the parties. The Entities Nonrecurring Services must be completed within the initial three (3) months of the contract and is dependent on receipt of data and documentation provided by Client. Subsequent provision of data and/or documentation after the initial three (3) months will incur a further fee.