

Additional Terms and Conditions to Statement of Work for Services Provided in Hong Kong, Chinese Mainland and Singapore

1 Warranties:

Client warrants: (i) full disclosure of all material facts; (ii) valid existence and authority; (iii) compliance with all tax obligations; (iv) no current litigation; and (v) immediate notification if any warranty ceases to be true.

2 Compliance Obligations:

Client shall promptly supply all information, documents and instructions requested by Supplier for compliance with applicable anti-money laundering, terrorism financing, beneficial ownership, financial crime and sanctions laws. Client shall immediately notify Supplier if Client or any relevant person is or becomes a politically exposed person or subject to sanctions.

3 Notification:

Client shall promptly notify Supplier of any corporate changes (directors, beneficial owners, governing instruments, security interests).

4 Information Sharing:

Client shall consent to Supplier sharing information with instructed law firms unless Client provides written objection.

5 Right to Refuse Instructions:

Supplier may refuse any instruction that is unclear, incorrect, illegible, potentially unlawful, damaging to its reputation, contrary to internal policies, or impracticable.

6 Reliance:

Supplier incurs no liability for actions taken in reliance on instructions believed to be from Client or an authorised person, even if not genuine or incorrect.

7 No Legal Advice or Action:

Supplier does not provide legal advice. If Supplier takes legal action on Client's behalf, Client shall fully indemnify Supplier and reimburse all costs.

8 Records Retention:

Supplier undertakes to keep all records in relation to Client and the Services after the termination of this Statement of Work for such a period as may be prescribed

by law, after which time such records may be destroyed without further notice to Client.

9 Late Payment Consequences:

If any invoice is not paid within 90 days, Supplier may rescind discounts and re-invoice at full rates with interest. If outstanding beyond 120 days, Client shall reimburse all collection costs on an indemnity basis. Supplier may suspend Services for any payment default.

10 Lien and Deduction Rights:

Supplier shall have a lien over all documents and assets held on behalf of Client for unpaid fees and may deduct such amounts from Client's assets. If Client fails to provide funds on demand, Supplier may sell or realise Client's assets to satisfy amounts due.

11 Liability Exclusions:

Without limiting Clause 6 of the Terms of Business, Supplier shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary loss, loss of goodwill or reputation, or losses from delayed or failed electronic communications or payments, whether or not advised of such possibility.

12 Indemnification:

Client shall indemnify and hold harmless Supplier against all liabilities, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements (including legal fees and expenses) which may be incurred by Supplier in connection with the Services, unless caused by the wilful misconduct, gross negligence or actual fraud of Supplier.

13 Termination:

In addition to the termination rights in Clause 10 of the Terms of Business and Clause 5 of Annex 1, Supplier may terminate the Statement of Work (i) on 10 days' notice for change of beneficial owner; (ii) on 5 days' notice for material regulatory breach; (iii) immediately for insolvency, sanctions, reputational risk, false information, unlawful activity, breach of law, or risk strategy mismatch. Without affecting any other right or remedy available to it and notwithstanding the termination provisions in the Terms of Business, Supplier is entitled to terminate this Statement of Work with immediate effect if Client fails to provide requested compliance documentation, customer due diligence information, or any other information necessary to provide the Services within three (3) days of the request being made. In addition to termination rights under this Agreement, Supplier shall be entitled, without prior notice to Client, to make filings with relevant authorities relating to its resignation from any entity for which it provides Services and, if applicable, to be reimbursed for any subsequent costs incurred in connection with such filings.

14 Force Majeure:

Neither Party is liable for delays due to events beyond its control; if delay continues, Supplier may terminate on written notice.

15 Professional Advice:

Supplier may obtain professional advice at Client's cost.