

Donnelley Financial Solutions (DFIN) Terms and Conditions
ActiveDisclosure, Section 16, and Annual Shareholder Services

Last updated: 9 September 2026

ACTIVEDISCLOSURE DFIN STANDARD TERMS AND CONDITIONS

The following terms and conditions are the DFIN Standard Terms and Conditions for the products and services as referenced in detail in the Subscription Order Form (“**Order**”) executed between Donnelley Financial Solutions Hong Kong Limited and the customer detailed in the Order dated as of the date set forth on the Order, and are hereby incorporated by reference therein. To the degree that there is any difference in these negotiated terms and any online terms and conditions for the services, these terms and conditions shall govern and control.

1. DEFINITIONS.

Capitalized terms shall have the meanings set forth in the Order, these DFIN Standard Terms and Conditions, or elsewhere in the Agreement.

1.1 “**Agreement**” means, collectively, this Order, the DFIN Standard Terms and Conditions, attached hereto and made a part hereof, any SOWs, and any and all exhibits, schedules, and links expressly set forth herein.

1.2 “**Affiliate**” means, in relation to a Party, any Person that controls, is controlled by, or is under common control with such Party on the Effective Date or at any time during the Term, where “control” means possessing (a) directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of a Person, whether through ownership of voting securities, by contract, or otherwise or (b) the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests of such Person.

1.3 “**AI Feature**” means any feature, functionality, or component of the Services that incorporates or otherwise uses AI Technology.

1.4 “**AI Output**” means new information, data, or other content created or generated by an AI Feature in response to an input of Customer Data by Customer or its Permitted Users, but expressly excluding Usage Data.

1.5 “**AI Technology**” means any machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, and any software implementations of any of the foregoing, capable of generating various types of content (including text, images, video, audio, computer

code, decisions, analysis, predictions or recommendations) based on user-supplied prompts.

1.6 “**Applicable Law**” means, with respect to each Party, all international, federal, state, provincial, and local laws, statutes, regulations, rules, codes, and ordinances of any country or jurisdiction applicable to such Party or its activities hereunder enacted, adopted, issued, or promulgated by (a) any governmental agency, authority, department, regulatory body, or other instrumentality of any government or country, or of any national, federal, state, provincial, regional, county, city, or other political subdivision of any such government, or any supranational organization of which any such country is a member; (b) any self-regulatory organization; or (c) any court, tribunal, or judicial or arbitral body.

1.7 “**Business Day**” means each day other than a weekend or a day designated as a holiday by DFIN in accordance with DFIN’s business calendar distributed on an annual basis.

1.8 “**Customer**” means the customer that has executed an Order for the Services governed by these Standard terms and Conditions.

1.9 “**Customer Data**” means (a) all data, documents, content, and other information provided by the Customer or its Permitted Users for use in the performance of the Services.

1.10 “**Documentation**” means the DFIN Acceptable Use Policy which can be provided to Customer on request and all other documentation for the Services made available to Customer, including training materials and user manuals.

1.11 “**Fees**” means the fees to be charged by DFIN for the Services as specified in the Order.

1.12 “**Intellectual Property Rights**” means all patents and patent applications, copyrights, moral rights, database rights, design rights, rights in trade secrets and know-how, rights in confidential information, rights in inventions (whether patentable or not), all other intellectual property and proprietary rights, and all other equivalent or similar rights which may arise or exist anywhere in the world, in each case, whether registered or unregistered, and all applications for any of the foregoing rights.

1.13 “**Output**” means all reports and other documentation derived from the Customer Data that are published through the Services.

1.14 “**Party**” means each of DFIN and Customer individually and “**Parties**” means DFIN and Customer collectively.

1.15 “**Permitted Users**” means Customer’s employees, contractors, and agents (including temporary employees and contract employees) authorized by Customer to access and use any of the Services on Customer’s behalf.

1.16 “**Person**” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, self-regulatory organization, regulatory authority, or other governmental authority.

1.17 “**Personnel**” means a Person’s employees, independent contractors, and subcontractors.

1.18 “**Representatives**” means a Person’s officers, directors, Personnel, and agents.

1.19 “**Security Incident**” means any reasonably suspected or unauthorized processing, access to, disclosure, destruction, corruption, or use of Customer Data through the Services, including any such activity that would constitute a reportable data breach under Applicable Law.

1.20 “**Services**” means ActiveDisclosure™, a software as a service tool designed to simplify the financial statement editing, formatting and submission process, and/or any other services to be provided or performed by DFIN pursuant to the Agreement.

1.21 “**Specifications**” means, with respect to the Services, any operational elements, features, and functional design specifications therefor provided by DFIN to Customer in the Documentation.

1.22 “**Term**” has the meaning set forth in the Order.

1.23 “**Third Party**” means a Person other than DFIN (including its Personnel) or Customer or their respective Affiliates.

1.24 “**Third-Party AI Materials**” means any product (including software or hardware), service, solution, technology, or other materials and information, including a model, data, dataset, application, or other offering, in any form or media, of a Third Party (such Third Party, “AI Provider”).

1.25 “**Third Party Links**” has the meaning set forth in Section 3.9.

1.26 “**Updates**” means new releases, enhancements, patches, bug-fixes, and other modifications to a Services made generally available by DFIN to its customers for no additional charge.

1.27 “**Usage Data**” means information and other data relating to Customer’s and its Permitted Users’ use of the Services and AI Features, if any, including activity (including specific features or functions accessed), resource utilization, availability, frequency and duration of usage, and other user interaction metrics, user preferences and patterns of behavior, and any statistical or other analysis, information, or data based on or derived

from any of the foregoing or technical information and metrics and other performance metrics and usage information or other data.

2. SERVICES GENERALLY.

2.1 Performance. DFIN shall provide its own personnel, equipment, tools, and other materials at its own expense to perform the Services unless otherwise expressly set forth in the Agreement.

2.2 Personnel.

(a) DFIN shall provide all the Services through its Personnel. As between the Parties, all DFIN Personnel are employed or retained solely by DFIN and DFIN alone is responsible for providing workers' compensation insurance for, paying the compensation, salaries, and wages of, and ensuring that all required tax withholdings are made for, such Personnel. DFIN shall cause its Personnel performing the Services to abide by the terms and conditions of the Agreement applicable to such Services as if provided by DFIN. DFIN shall remain fully liable for the acts and omissions of its Personnel as if such acts or omissions were or were not taken by DFIN.

(b) DFIN may subcontract any portion of the Services. Subject to any scheduled or emergency downtime, DFIN operates its Services 24/7/365 using a global network of resources for production of composition, including without limitation ActiveDisclosure. These subcontractors are bound to confidentiality and security protocol, including use of DFIN exclusive teams and work areas. DFIN may make changes to such subcontractors at any time in DFIN's sole discretion. DFIN shall provide Customer a list of any subcontractors providing Services under an Order upon request.

3. SERVICES.

3.1 Access to and Use of Services. Subject to Customer's compliance with the terms and conditions of the Agreement, DFIN shall make the Services available to Customer for Customer's and its Permitted Users' use solely for Customer's internal business purposes, including the provision of services to Customer's clients. All rights not granted herein are reserved by DFIN.

3.2 Compliance with Documentation. Customer shall, and shall cause all Permitted Users to comply with the Documentation.

3.3 Proprietary Notices. Customer shall reproduce all copyright and other proprietary notices on all copies of the Services in the same form and manner that such copyright and other proprietary notices are included by DFIN thereon.

3.4 Restrictions. Customer shall not use the Services other than as expressly permitted by the Agreement. Without limiting the foregoing, Customer shall not, and shall not permit or authorize any Person, directly or indirectly, to:

- (a) use any user identifications, codes, passwords, procedures, or user keys issued to Customer for access to and use of any of the services other than Permitted Users;
- (b) license, sell, lease, rent, outsource, or otherwise make available any of the Services to Third Parties other than Permitted Users or act as an intermediary, aggregator, or service bureau;
- (c) make any use of the Services that violates Applicable Law, the privacy rights, Intellectual Property Rights, or other rights of any Third Party, or the Documentation;
- (d) circumvent the user authentication or security of any of the Services or any host, network, or account related thereto;
- (e) use any API to access any of the Services other than an API made available by DFIN for such purpose or use or launch any automated system, including “robots,” “spiders,” or “offline readers” to access any of the Services;
- (f) mirror any of the Services on any server;
- (g) use, frame, or use framing techniques to enclose any portion of the Services;
- (h) use meta tags or any other “hidden text” using DFIN’s trademarks, service marks, logos, or other indicia of origin; and
- (i) use the Services in violation of DFIN’s Acceptable Use Policy.

3.5 Permitted Users. DFIN shall provide Customer with one administrative user ID and password for accessing the Services. Customer acknowledges that DFIN shall retain secondary administrative rights. Customer is responsible, through its designated administrator, for setting and modifying Customer’s and Permitted Users’ profiles and preferences for the Services, authorizing and terminating individual Permitted Users’ ID’s and passwords, and specifying the access rights of each Permitted User to the Services. Customer’s administrator shall notify DFIN if the administrator needs to change the administrative user ID or any Permitted User’s ID, and the administrator may do so only by contacting DFIN. Unless arising from or related to the gross negligence or willful misconduct of DFIN or its Representatives, Customer is responsible for all activities that occur under its or Permitted Users’ accounts and for maintaining the security and confidentiality of all user names and passwords for each Permitted User, including any loss or damage suffered by Customer or DFIN as a result of Customer’s or any Permitted User’s failure to adequately safeguard such account information. Customer shall promptly notify DFIN of any unauthorized use of any user name, password, or account or any other known or suspected breach of security.

3.6 Suspension of Services. DFIN may suspend immediately Customer or any Permitted User’s account or access to or use of any Services if such account or activity is (a) disrupting or causing harm to DFIN’s or its Representatives’ computers, systems, or

infrastructure, or to other Persons or (b) is in violation of Section 3.4 (Restrictions); provided that, DFIN shall promptly notify Customer of any such suspension.

3.7 Updates. DFIN may, from time to time in its sole discretion, implement Updates to the Services. In connection with Updates, Customer may be required to implement upgrades or other changes to the networks, systems, and workstations from which Customer and Permitted Users access and use the Services (the “Customer Systems”) in order to continue to use the Services. In such event, Customer and Permitted Users shall implement all such changes in accordance with the timing and conditions specified by DFIN or otherwise set forth in the Documentation.

3.8 Service Levels. Service levels are set forth via separate pdf and are provided upon request.

3.9 Third Party- Links; EDGAR Next Portal.

(a) The Services may include gateways, links, pop-ups, or other functionality that allows Customer and Permitted Users to access Third Party services or Third Party data, content and materials that are not owned or controlled by DFIN (collectively, “Third Party- Links”). Access to Third Party- Links is included solely for Customer’s convenience and does not constitute any approval, endorsement, or warranty by DFIN.

(b) DFIN does not supply, and is not responsible or liable for, any Third-Party Links or the content, security, operation, or use thereof, including the availability of, connectivity to, or viruses received as a result of accessing such services, the products or services that may be offered or obtained through them, or the accuracy, completeness, or reliability of any information obtained from them. The use of Third-Party Links is governed by the licenses, end-user agreements, privacy and security policies, and terms of use of the Third Parties providing such services. CUSTOMER USES THIRD-PARTY LINKS AT ITS OWN RISK AND EXPRESSLY RELIEVES DFIN FROM ANY AND ALL LOSSES, DAMAGES, AND OTHER LIABILITIES CUSTOMER INCURS AS A RESULT OF ITS ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE ANY THIRD-PARTY LINKS.

(c) Access to Third-Party Links may be contingent on agreements that the providers of such Third-Party Links have with other Third Parties. DFIN shall notify Customer as soon as practicable after DFIN becomes aware that a provider of any Third-Party Links intends to make any changes to the terms of its agreements relating to such service that will impose additional financial and/or contractual obligations on DFIN or Customer. DFIN may in its sole discretion pass on such obligations and/or costs to Customer. Notwithstanding anything to the contrary herein, DFIN is not responsible for any changes to the terms of any agreements between the supplier of any Third-Party Link and DFIN or any other Person.

(d) If the Customer accesses and uses the DFIN EDGAR Next Portal in connection with its use of the Services hereunder, Customer's use of the EDGAR Next Portal shall also be subject to and governed by Supplemental Terms found at <https://www.dfinsolutions.com/enrollmentportal-dfin-standard-terms-and-conditions>. In the event of a conflict between the Supplemental Terms and the terms and conditions of this Agreement, the Supplemental Terms will prevail and control, but only with respect to the DFIN EDGAR Next Portal.

3.10 Changes to Services. If, after completion of the Initial Set-Up Services, (a) Customer fails or chooses not to perform any of its responsibilities under the Agreement and such failure materially impacts DFIN's ability to provide any Services or (b) Customer wishes to make changes to the Specifications for any Services, including the number of or specific templates or composite documents (as may be further defined in the applicable Order) to be provided as part of such Services, the Parties shall follow the Project Change Procedure.

3.11 Customer Affiliates. Customer may allow its Affiliates to use the Services in accordance with the Agreement; provided that, Customer shall cause its Affiliates to comply with the Agreement and shall be responsible for all actions and inactions of its Affiliates and their Personnel as if performed or not performed by Customer.

3.12 Artificial Intelligence. If AI Technology is part of or used in connection with the Services, Customer's use of the Services shall also be subject to and governed by DFIN's Supplemental AI Terms found at [DFIN's Supplemental AI Terms and Conditions](#). In the event of a conflict between the Supplemental AI Terms and the terms and conditions of this Agreement, the Supplemental Terms will prevail and control, but only with respect to the use of AI Technology.

3.13 Use of Customer Data. Customer hereby grants to DFIN, its Affiliates, and any third-party AI providers a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable and fully paid-up right and license to copy, store, host, display, transmit, process, and otherwise use Customer Data to (a) provide the AI Features; (b) perform or facilitate the performance of the Services using AI Technology; (c) perform DFIN's obligations and exercise DFIN's rights under the Agreement, and (d) improve and enhance the AI Features or the Services; provided that, as part of DFIN's confidentiality obligations, DFIN will not use Customer Data to train foundation models used to provide the AI Features to DFIN's other customers, unless expressly stated otherwise in the Documentation or otherwise agreed to by Customer.

3.14 Separate Subscriptions for Services Required for Designated Use Cases. Customer must acquire the appropriate subscription required for its applicable use of the Services ("Use Case(s)"). Use Cases are listed in [DFIN - ActiveDisclosure Use Case Definitions](#). The specific Use Case subscription purchased by the Customer

will be expressly stated in the applicable Order. Within the Customer's subscribed Use Case instance of the Services, users are authorized to access and utilize all features and document types that directly support the designated Use Case. By way of clarity, if Customer has purchased Active Disclosure for use in SEC '34 Act Reporting, use of the Services outside of that scope (e.g. by way of example, Insurance Statutory Reporting) must be purchased separately and under different or revised Order.

(b) Excessive Usage. Usage exceeding the applicable Services' documented Use Case and/or any other express usage limits will require purchases of additional subscription(s) to cover separate use cases or overages, through a revised or separate order form.

4. PROFESSIONAL SERVICES.

4.1 Initial Set-Up Services. DFIN shall provide any initial set-up services ("Initial Set-Up Services") in accordance with the Order.

4.2 Other Professional Services. If Customer wishes DFIN to perform other professional services in addition to the Initial Set-Up Services set forth in the Order and DFIN agrees to provide such services, the Parties shall set forth such additional services in the initial Order or subsequent amendment to the Order. DFIN shall have no obligation to commence any professional services unless and until such services has been executed by both Parties in the initial Order or subsequent amendment to the Order.

5. FEES

5.1 Fees. The Fees are as set forth in the Agreement. Fees for additional Services shall be determined in accordance with DFIN's standard pricing methods. Unless otherwise expressly set forth in the Agreement, all Fees are nonrefundable.

5.2 Changes to Fees.

(a) At least thirty (30) days prior to the end of each twelve (12) month period during the Term, DFIN shall notify Customer as to any increase in the Fees to be charged during the following twelve (12) month period, other than any year-to-year Initial Term or Renewal Term price increase already expressly set forth in the Order; provided that, DFIN may increase the Fees by no more than ten (10%) percent per twelve (12) month period.

(b) Notwithstanding Section 5.2(a), if, at any time after the Effective Date, there is any change in financial reporting requirements mandated by (i) Generally Accepted Accounting Principles; (ii) the Securities Exchange Commission or other regulatory body having authority over Persons using the Services; or (iii) Applicable Law, which reporting requirement DFIN reasonably determines in good faith would increase the cost of providing any portion of the Services to Customer hereunder that shall be defined as a material regulatory change (each, a "Material Regulatory Change"). If DFIN determines, in its sole discretion, that the Material Regulatory Change will increase the cost to

provide the services by more than ten percent (10%), DFIN shall notify Customer of such determination and the associated increase in the Fees and Customer shall have a period of thirty (30) days in which to accept or reject such Fee increase. If Customer rejects the Fee increase, DFIN shall have the right to terminate the Agreement in whole or with respect to Services without penalty upon written notice to Customer. Any such termination notice shall specify the effective date of such termination, which, unless otherwise agreed by Customer, shall be at least ninety (90) days after the date of DFIN's notice of termination. For any Material Regulatory Change that results in a cost increase of ten percent (10%) or less, the notification and acceptance/rejection obligations set forth above shall not apply.

5.3 Expenses. Except as otherwise set forth in the Agreement, DFIN shall be responsible for all expenses incurred in performing the Services. All permitted expenses shall be limited to DFIN's reasonable out-of-pocket expenses charged on a pass-through basis. DFIN shall provide reasonable documentation to Customer of all permitted expenses.

5.4 Taxes. The Fees and other amounts due hereunder are exclusive of all taxes. Customer shall be responsible for all present and future sales, use, excise, service, goods, value added, property, and other taxes and duties arising in connection with the Agreement or any Services provided by DFIN to Customer hereunder, other than taxes on DFIN's net income (collectively "Taxes"), including any penalties and interest relating thereto. Except to the extent that Customer has provided to DFIN a resale certificate, exemption certificate, direct pay permit, or other appropriate documentation of exemption or explanation of non-taxability sufficient to confirm the exempt status of Customer or the relevant transaction involving Customer under the Agreement so as to eliminate DFIN's obligation to charge, collect, and remit any Taxes, DFIN shall add to each invoice issued and collect from Customer any such Taxes.

5.5 Payment Terms. All subscription Fees for the Services shall be invoiced annually in advance for each twelve (12) month period in which Services shall be provided. All other fees and expenses due hereunder shall be payable as set forth in the applicable Order or SOW. All undisputed Fees and other amounts are due and payable within ten (10) days after receipt of DFIN's invoice therefor. All payments shall, unless otherwise stated in the Order, be made in Hong Kong Dollars by wire transfer to DFIN's designated bank account, or as otherwise agreed to by DFIN. DFIN reserves the right to charge and/or pass through to Customer any service or convenience fee or surcharge applied should DFIN approve an alternative form of payment (e.g. payment via credit card). Late payments shall accrue interest from the due date at a rate of two percent (2%) per month or, if lower, the highest rate allowed by Applicable Law. Payments shall first be applied against the payment of any late fees that have accrued, after which any balance remaining shall be applied to payment of the principal due and outstanding. Customer shall pay all reasonable expenses incurred by DFIN related to the collection of late

payments, including reasonable attorneys' fees. DFIN may at any time alter or suspend credit or change any credit terms provided to Customer hereunder when, in its sole discretion, the financial condition of Customer so warrants.

5.6 Suspension of Services. If Customer fails to pay any undisputed amounts when due and does not remedy such failure within ten (10) Business Days after the date such amounts were due, DFIN may, without liability, suspend performance of some or all of the Services, including access to the Services, until full payment for all undisputed outstanding amounts is received.

5.7 Payment Disputes. Should Customer dispute any portion of an invoice, Customer shall notify DFIN within thirty (30) days after receipt of such invoice. Customer's failure to give DFIN notice within such time period shall constitute a waiver of any rights which Customer may have to any adjustment, charge, or reimbursement with respect to such amounts. The Parties shall use commercially reasonable efforts to resolve disputes regarding invoices within thirty (30) days after Customer notifies DFIN of such dispute.

6. DFIN RESPONSIBILITIES

6.1 Support Services. DFIN shall provide maintenance and support services as set forth in the Order.

6.2 Business Continuity. DFIN's represents that it has a plan for disaster recovery and business continuity (the "Business Continuity Plan"). DFIN shall maintain and test the Business Continuity Plan regularly, as well as provide systems, equipment, facilities, and trained Personnel sufficient to enable DFIN to perform its obligations under the Agreement in a manner consistent with the Business Continuity Plan. Upon DFIN's determination of a disaster, as defined in the Business Continuity Plan, DFIN shall commence the activities for which it is responsible under the Business Continuity Plan and then promptly notify Customer. Upon cessation of a disaster, DFIN shall, as soon as reasonably practicable, provide Customer with an incident report summarizing the reason for the disaster and the actions taken by DFIN to address the disaster. DFIN may change the Business Continuity Plan from time to time; provided that, such modified Business Continuity Plan continues to address the applicable requirements and recovery objectives described in DFIN's Business Continuity Plan in place as of the Effective Date.

6.3 Insurance. DFIN shall keep in full force and effect and maintain, at its sole cost and expense, the following policies of insurance during the Term:

- (a) Workers Compensation with statutory limits and Employers Liability Insurance with limits of \$1,000,000 per employee, accident, or disease;
- (b) Commercial General Liability Insurance providing coverage for bodily injury and property damage arising out of the work to be performed and providing limits of not less

than \$1,000,000 per occurrence, and naming Customer as an “Additional Insured”. Such coverage shall be primary and non-contributory to any other insurance maintained by Customer;

(c) Professional Liability insurance with a limit not less than \$1,000,000 per claim, covering all wrongful acts, errors, omissions, including network security and privacy perils;

(d) Crime Insurance covering employee dishonesty with limits of not less than \$500,000 per occurrence; and

(e) Automobile Liability coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 combined single limit per occurrence.

All such insurance shall be with insurance companies that maintain a rating of not less than A- VII in the most current publication of Best’s Insurance Reports published by A.M. Best Company. DFIN may self-insure any of its insurance obligations hereunder. Upon request, DFIN shall provide certificates of insurance signed by an authorized representative of the respective carriers to Customer at Customer’s requested address.

7. CUSTOMER RESPONSIBILITIES

7.1 Access to Customer and Systems. Customer shall provide DFIN with access to Customer’s data and telecommunications networks as required for DFIN to perform the Services, as determined by DFIN in its reasonable discretion, and shall, if Services are to be performed onsite at Customer’s facilities, provide DFIN’s Personnel with reasonable workspace and other resources at Customer’s facilities, as reasonably required for DFIN to perform the applicable Services.

7.2 Cooperation. Customer shall provide DFIN with reasonable cooperation with respect to the Services and as further described in each Order or SOW, including providing all required Customer Data and prompt review and feedback with respect to all Deliverables.

7.3 Delays. If Customer fails to provide Customer Data, approvals, feedback, or other items within the applicable time specified in the Agreement, the due dates for all subsequent milestones and Deliverables shall be extended day for day for the number of days that Customer is late in fulfilling its obligations. If Customer is more than five (5) days late in fulfilling its obligations, Customer acknowledges that the overall schedule for the affected Services may need to be revised and additional Fees and other amounts may be due.

8. CUSTOMER DATA AND DATA SECURITY

8.1 Accuracy and Adequacy.

(a) Customer shall have sole responsibility for the accuracy and adequacy of all Customer Data provided by Customer to DFIN and for all changes to Customer Data

requested or directed by Customer, whether pursuant to an Order or otherwise. DFIN shall have no obligation to check any Customer Data for accuracy, adequacy, or completeness and may assume that all Customer Data provided to DFIN is accurate, adequate, and complete as submitted.

(b) Subject to Customer's input of accurate, adequate, error-free, and complete Customer Data into the applicable Services, each Services shall accurately process in accordance with the applicable Documentation the Customer Data input therein.

8.2 Data Restoration. DFIN shall comply with the Business Continuity Plan. For the avoidance of doubt, DFIN shall not be responsible for loss or destruction of Customer Data due to the actions or inactions of Customer or its Permitted Users. In the case of any such event, upon the Parties' execution of an Order or SOW for such services, DFIN shall reasonably assist Customer in restoring the Customer Data at DFIN's then-current rates for contracted professional services; provided that, such restoration can be reasonably performed by DFIN in a timely manner and, if required, Customer provides DFIN with all source data in readable form for such restoration.

8.3 Data Protection and Security. DFIN shall use, process, retain, and disclose Customer Data only as necessary for the specific purpose of performing the Services and Applicable Law. DFIN may update its data security requirements from time to time in its sole discretion; provided that, such requirements are no less protective of the Customer Data than the data security requirements in place as of the Effective Date.

8.4 Security Incidents.

(a) DFIN shall notify Customer within seventy-two (72) hours following confirmation of a Security Incident, even if not all information required by this Section is then available to DFIN or all actions required by this Section have not yet been completed by DFIN. DFIN shall provide a summary of the incident on a need to know basis. DFIN shall use commercially reasonable efforts to: (i) investigate the Security Incident, including its causes and effects; (ii) identify and mitigate the effects of the Security Incident; (iii) carry out any action reasonably necessary to remedy the cause of the Security Incident and prevent a recurrence; and (iv) reasonably update Customer as to the progress and results of the foregoing activities.

9. OWNERSHIP; LICENSES

9.1 Customer Data. As between Customer and DFIN, Customer owns and shall retain all right, title, and interest, including all Intellectual Property Rights, in (a) all Customer Data and (b) except with respect to any DFIN IP incorporated therein, all Output. Except as expressly set forth in the Agreement, Customer expressly reserves all rights in the Customer Data.

9.2 DFIN IP. As between Customer and DFIN, DFIN owns and shall retain all right, title, and interest, including all Intellectual Property Rights, in the Services, DFIN's and its licensors' trademarks, service marks, logos, and other indicia of origin used in connection with the Services, all proprietary information and know-how of DFIN and its licensors used in the performance of the Services, including technical information, designs, templates, formats, software, processes, procedures, and any other similar information, and all improvements, modifications, developments, and Updates to any of the foregoing (collectively, the **"DFIN IP"**). Except as expressly set forth in the Agreement, DFIN expressly reserves all rights in the DFIN IP. All use of DFIN's and its licensors' trademarks, service marks, logos, and other indicia of origin hereunder shall inure to the benefit of the owner thereof.

9.3 Feedback. Customer and its Affiliates and Representatives, including Permitted Users, may provide, but have no obligation to provide, input regarding the Services, including comments or suggestions regarding the possible creation, modification, correction, improvement, or enhancement of the Services, other DFIN products, or the technology marketplace in general (collectively, **"Feedback"**). All Feedback shall be considered DFIN Confidential Information.

10. CONFIDENTIALITY

10.1 **"Confidential Information"** means any information or materials disclosed to or received by a Party (the **"Recipient"**) from the other Party, its Affiliates, or Representatives (the **"Discloser"**) pursuant to the terms of the Agreement or otherwise in connection with the Services, whether in oral, written, graphic, magnetic, electronic, or other form, which is designated confidential or proprietary expressly or should reasonably be considered to be confidential by the circumstances under which it is provided. Without limiting the foregoing, DFIN's Confidential Information includes the DFIN IP, Customer's Confidential Information includes the Customer Data and Output, and the terms and conditions of the Agreement are the Confidential Information of both Parties.

10.2 Exclusions. Recipient's obligations under this Section 10 shall not apply to information or materials that: (a) are or may hereafter be in the public domain (other than through unauthorized disclosure by Recipient); (b) Recipient can show were known to it without any confidentiality obligation prior to disclosure by Discloser; (c) were disclosed to Recipient by a Third Party without violation of any confidentiality obligation; or (d) were independently developed by Recipient without use of Discloser's Confidential Information; provided however, that nothing set forth in clauses (a) through (d) shall limit the protections afforded to Personal Information under Privacy Laws or the Agreement.

10.3 Obligations. Recipient shall: (a) hold Discloser's Confidential Information in confidence using the same degree of care as it uses to protect its own information of

like character, but in no event less than a reasonable degree of care; (b) limit disclosure of Discloser's Confidential Information to its Representatives having a need to know such Confidential Information for the purposes of the Agreement and who are bound to Recipient to protect the confidentiality of such information and materials in a manner substantially equivalent to that required of Recipient hereunder; (c) not directly or indirectly disclose Discloser's Confidential Information to any other Third Party; (d) not directly or indirectly sell or trade on Discloser's Confidential Information; and (e) use Discloser's Confidential Information solely and exclusively in accordance with the terms of the Agreement. Confidential Information shall remain the property of Discloser and Recipient shall not be deemed by virtue of its access to Discloser's Confidential Information to have acquired any right or interest in or to such Confidential Information.

10.4 Legally Required Disclosure. Recipient shall not be deemed to have violated Section 10.3 if it discloses Discloser's Confidential Information in response to a bona fide subpoena or other lawful process issued by a court or agency of competent jurisdiction; provided that, to the extent permitted by Applicable Law, Recipient provides Discloser with prior notice of its intention to make such disclosure and affords Discloser a reasonable opportunity (under the circumstances of any subpoena or other request made upon Discloser) to seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of Section 10.3. If Discloser is not successful in obtaining a protective order or other appropriate remedy and Recipient is, in the opinion of its counsel, compelled to disclose such Confidential Information, or if Discloser waives compliance with the provisions of Section 10.3 in writing, Recipient may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary to comply with, the bona fide subpoena or other lawful process issued by a court or agency of competent jurisdiction. Any information disclosed pursuant to this Section 10.4 shall remain Confidential Information for all other purposes.

11. RECORDS AND AUDITS

11.1 Records and Financial Audits.

(a) During the Term and for a period of one (1) year thereafter, DFIN shall keep and maintain complete and accurate records, books of account, reports, and other data necessary for the proper administration of the Agreement and verification of the Fees and other amounts charged hereunder.

(b) During the Term and for a period of one (1) year thereafter, upon thirty (30) days' notice from Customer, DFIN shall provide Customer's independent Third Party auditor with access to such invoices and supporting information as may be reasonably requested by such auditor to determine if the Fees and other amounts charged to Customer hereunder are accurate. If an audit shows an overcharge to Customer, DFIN

shall promptly refund to Customer the amount of such overcharge, which shall be Customer's sole remedy for such overcharge.

12. REPRESENTATIONS AND WARRANTIES

12.1 By Both Parties. Each Party represents and warrants to the other Party that: (a) it has the right, power, and authority to enter into the Agreement and perform its obligations hereunder; (b) the Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights, judicial principles affecting the availability of specific performance, and general principles of equity (whether enforceability is considered a proceeding at law or in equity); (c) the execution, delivery, and performance of the Agreement by it have been duly authorized by all necessary corporate action; (d) its entry into the Agreement and performance hereof shall not result in any breach or default under, and do not conflict with, any agreement, instrument, or understanding, oral or written, to which it is a party; and (e) all of its activities under the Agreement shall be performed in compliance with Applicable Law.

12.2 By DFIN. DFIN represents, warrants, and covenants that it (a) has and shall maintain all permits and licenses required for it to perform the Services and (b) institutes commercially reasonable procedures designed to prevent the Services from containing any feature, code or instructions (including any code or instructions provided by Third Parties) that may be used to permit or enable unauthorized access, modification, deletion, damage, or disability to any computer, associated equipment, computer programs, data files, or other electronically stored information operated or maintained by or on behalf of Customer.

12.3 By Customer. Customer represents, warrants, and covenants that (a) it owns all right, title, and interest in or has a license to all Customer Data, including Personal Information, and has the right to, and has obtained from all applicable Persons, all rights and consents necessary to, grant to DFIN the rights granted hereunder and (b) all designs, specifications, instructions, directions, and Customer Data furnished to DFIN by Customer and its Representatives, and DFIN's use, modification, processing, and reproduction thereof in accordance with the Agreement (i) shall comply with all applicable requirements of any licenses between Customer and the licensor of such Customer Data, (ii) is not libelous, and (iii) shall not violate Applicable Law.

12.4 WARRANTY DISCLAIMER. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICES, INCLUDING THE AI FEATURES, IF ANY, THE DFIN IP, AND THIRD PARTY LINKS ARE PROVIDED "AS IS" AND "AS AVAILABLE". DFIN HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, or, PERTAINING TO AI FEATURES, arising out of the course of dealing or trade regarding the AI Features,

AI Output, and Third-Party AI Materials, INCLUDING ACCESS TO AND USE THEREOF, INCLUDING (I) ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, reliability, completeness, quiet enjoyment, accuracy, or FITNESS FOR A PARTICULAR PURPOSE, (ii) any warranties that the Services, the DFIN IP, Third Party Links, AI Features, AI Output, and Third-Party AI Materials are accurate, or can or should be relied upon for any purpose, or (iii) ANY WARRANTIES, INACCURACIES OR DEFECTS SHALL BE CORRECTED, THAT THE SERVICES, the DFIN IP, Third Party Links AI Features, AI Output, and Third-Party AI Materials SHALL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ACCESS TO THEM AND THEIR USE SHALL BE UNINTERRUPTED OR ERROR-FREE.

13. INDEMNIFICATION

13.1 By DFIN. DFIN shall defend Customer and its directors, officers, and Personnel (the “Customer Indemnitees”) from and against any action brought by a Third Party against any of them to the extent arising from or relating to: (a) any claim that Customer’s use of the Services in accordance with the Agreement infringes, misappropriates, or violates the Intellectual Property Rights of any Third Party; (b) DFIN’s or any of its Representatives’ gross negligence or willful misconduct. DFIN shall pay those costs and damages finally awarded against any Customer Indemnitee in any such action that are specifically attributable to such claim or agreed in a monetary settlement of such action. DFIN’s obligations set forth in this Section 13.1 shall not apply to any actions or claims arising as a result of: (i) any Customer Indemnitee’s use of any Services other than as expressly authorized by the Agreement; (ii) the alteration or modification of any Services by any Person other than DFIN; (iii) the combination of any Services with products or services not provided by DFIN; or (iv) any Customer Indemnitee’s gross negligence or willful misconduct.

13.2 By Customer. Customer shall defend DFIN and its Affiliates and their respective directors, officers, and Personnel (the “DFIN Indemnitees”) from and against any action brought by a Third Party against any of them to the extent arising from or relating to: (a) any claim that DFIN’s or its Affiliates’ or their respective Personnel’s use of the Customer Data or other Customer Confidential Information in accordance with the Agreement infringes, misappropriates, or violates the Intellectual Property Rights of any Third Party; or (b) Customer’s or any of its Representatives’ gross negligence, willful misconduct. Customer shall pay those costs and damages finally awarded against any DFIN Indemnitee in any such action that are specifically attributable to such claim or agreed in a monetary settlement of such action. Customer’s obligations set forth in this Section 13.2 shall not apply to any actions or claims arising as a result of any DFIN Indemnitee’s gross negligence or willful misconduct.

13.3 Indemnification Procedures. Each Party’s indemnification obligations set forth in Section 13.1 and Section 13.2 respectively are subject to the indemnitee: (a) promptly

notifying the indemnifying party of any such action or claim (except that the failure to so notify shall not limit the indemnifying party's obligations hereunder except to the extent that such failure prejudices the indemnifying party); (b) granting the indemnifying party authority to defend or settle such claim or action; and (c) providing the indemnifying party all assistance reasonably necessary, at the indemnifying party's expense, to defend or settle such action or claim; provided however, that no settlement may be entered into by the indemnifying party on behalf of the indemnified party without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned, or delayed), unless such settlement contains an unconditional release of the indemnified party's liability.

13.4 Infringement. If a claim subject to Section 13.1(a) is made or threatened, or DFIN reasonably believes that Customer's use of any Services is likely to be subject to such a claim, DFIN may, at its option and sole expense: (a) secure for the Customer Indemnities the rights necessary to continue to use the affected item; (b) modify the affected item so that it is not subject to such claim without substantially diminishing or impairing the Services' functionality; or (c) replace the affected item with a functionally equivalent non-infringing item of substantially similar functionality. If none of the foregoing alternatives are, in DFIN's sole discretion, reasonably available, DFIN may immediately terminate the Agreement in whole or with respect to the affected Services and, in such event, DFIN shall provide a refund to Customer of any Fees and other amounts prepaid by Customer hereunder for use of the terminated Services.

13.5 Sole Remedy. Section 13.1 and Section 13.4 constitutes DFIN's entire liability, and Customer's sole remedy, with respect infringement, misappropriation, or violation of Intellectual Property Rights and related claims and actions.

14. LIMITATION OF LIABILITY

14.1 Exclusion of Certain Damages. EXCLUDING CLAIMS ARISING FROM (A) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT AND (B) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13.1 OR SECTION 13.2, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, LOSS OF OR LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, COSTS OF SUBSTITUTE GOODS OR SERVICES, OR ANY REMOTE OR SPECULATIVE DAMAGES ARISING OUT OF THE AGREEMENT, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Limitation of Liability. EXCEPT AS SET FORTH IN SECTION 14.3 (SPECIAL CAP), AND EXCLUDING CLAIMS (AND FINES OR PENALTIES LEVIED IN CONNECTION WITH SUCH CLAIMS) ARISING FROM (A) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR

WILLFUL MISCONDUCT OR (B) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13.1 OR SECTION 13.2, EACH PARTY'S TOTAL, CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO DFIN UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE MONTH IN WHICH THE CLAIM AROSE.

14.3 Special Cap. DFIN'S TOTAL, CUMULATIVE, AGGREGATE LIABILITY TO CUSTOMER FOR ALL CLAIMS (AND FINES OR PENALTIES LEVIED IN CONNECTION WITH SUCH CLAIMS) ARISING OUT OF OR IN CONNECTION WITH DFIN'S OR ITS AFFILIATES' OR THEIR RESPECTIVE PERSONNEL'S BREACH OF SECTION 8.3 (DATA PROTECTION AND SECURITY), SECTION 8.4 (SECURITY INCIDENTS), OR SECTION 10 (CONFIDENTIALITY), SHALL NOT EXCEED TWO TIMES (2X) THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO DFIN UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE MONTH IN WHICH THE CLAIM AROSE.

15. TERM AND TERMINATION

15.1 Term of Agreement. The Term is set forth in the Order.

15.2 Termination for Breach or Insolvency.

(a) Either Party may terminate the Agreement in whole, or with respect to any Services or SOW, upon notice to the other Party if the other Party commits a material breach hereof and fails to cure such breach within thirty (30) days after receipt of notice from the non-breaching Party describing the breach in reasonable detail; provided however, that if the material breach is Customer's failure to pay any undisputed amounts to DFIN when due, the period within which Customer may cure such breach shall be ten (10) Business Days after receipt of the notice of breach; and, provided further that, with respect to a breach that cannot reasonably be cured within such thirty (30) day period, the breaching Party shall have a period of time to cure such breach as would be required by such Party, in the exercise of good faith and reasonable efforts, to cure such breach.

(b) Either Party may terminate the Agreement if: (i) there is an entry of an order for relief under relevant bankruptcy legislation with respect to the other Party; (ii) the other Party makes a general assignment for the benefit of creditors; (iii) there is the appointment of a general receiver or trustee in bankruptcy of the other Party's business or property; or (iv) there is any action under any insolvency or similar law for the purpose of bankruptcy, reorganization, or liquidation with respect to the other Party.

15.3 Termination by Customer. Customer may immediately terminate the Agreement upon notice if DFIN breaches Section 8.3 (Data Protection and Security) or a Security Incident occurs due to DFIN's breach of Section 8.3 (Data Protection and Security).

15.4 Survival. The following provisions of the Agreement shall survive the expiration or termination thereof, together with all other provisions that by their plain meaning are intended to survive, (a) Sections 5.4 (Taxes), 5.5 (Payment Terms), 5.7 (Payment Disputes), 9.1 (Customer Data), 9.2 (DFIN IP), 9.3(Feedback), 10 (Confidentiality), 11.1 (Records and Financial Audits), 12 (Representations and Warranties), 13 (Indemnification), 14 (Limitation of Liability), 15.4 (Survival), and 16 (Miscellaneous) of these DFIN Standard Terms and Conditions; (b) solely to the extent DFIN retains any Confidential Information of Customer, 8.3 (Data Protection and Security), and 8.4 (Security Incidents) of these DFIN Standard Terms and Conditions.

16. MISCELLANEOUS

16.1 No Publicity. DFIN shall have the right to identify Customer as a customer and to use Customer's logo in connection therewith in DFIN's general marketing materials. Any such use of Customer's logo shall be subject to DFIN's compliance with Customer's trademark guidelines provided to DFIN. Except as set forth in the preceding sentence, neither Party shall use the name(s), trademark(s), trade name(s), service name(s), or service mark(s), whether registered or not, of the other Party in publicity releases or advertising, or in any other manner without the prior written consent of the other Party, unless required by Applicable Law.

16.2 Notices. All notices, consents, and other communications required or permitted under the Agreement shall be in writing and shall be deemed to be given: (a) when actually received, if delivered personally; (b) two (2) Business Days after the date delivered to a reputable international next-day courier service; (c) two (2) Business Days after the date deposited with the U.S. postal service, if mailed via prepaid registered or certified mail with return receipt; or (d) if sent by email, upon receipt of a return "read" or "received" email. Notices shall be sent to the Parties at their addresses set forth in the Order or such other address as either Party may indicate by notice to the other Party. Notwithstanding the foregoing, any notices that purport to create, amend, add, alter, or incur obligations, terminate the Agreement or any Order or SOW, or provide notice of breach may not be sent by email.

16.3 Nonexclusive Relationship. Except as otherwise explicitly set forth in the Agreement, nothing in the Agreement shall prevent either Party from entering into similar arrangements with Third Parties.

16.4 Relationship of Parties. The Agreement does not create, and shall not be deemed to create, a partnership, joint venture, agency, or similar relationship or arrangement between the Parties. In carrying out its duties and performing its obligations hereunder, each Party is acting as an independent contractor. The Representatives of a Party shall not be deemed to be the Representatives of the other Party.

16.5 Assignment. Neither Party may, by operation of law or otherwise, assign or otherwise transfer the Agreement, any portion hereof, or any of its rights hereunder, or delegate any obligations hereunder, without the prior written consent of the other Party; provided however, that DFIN may assign or otherwise transfer the Agreement, any portion hereof, or any of its rights hereunder, or delegate any of its obligations hereunder, to any of its Affiliates without Customer's consent. The Agreement shall be binding upon and inure for the benefit of DFIN, Customer, and their respective permitted successors and assigns. Any assignment or transfer, or purported assignment or transfer, in violation of this Section 5 is null and void.

16.6 Governing Law. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Hong Kong. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong. Nothing in this Section shall limit the right of any Party to bring proceedings against the other Party in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16.7 Waiver. Either Party's failure to exercise, delay in exercising, or partial exercise of a right or remedy provided by the Agreement or Applicable Law shall not constitute a waiver of such right or remedy, a waiver of other rights or remedies, or a waiver of the further exercise of such right or remedy.

16.8 Force Majeure. If and to the extent that the performance by a Party (the "**Affected Party**") of any of its obligations (excluding payment obligations) under the Agreement is prevented, hindered, or delayed due to any cause beyond its reasonable control, including, work stoppages, natural disasters, catastrophic weather events, pandemics, fires, riots, accidents, terrorism, war, unavailability of Third Party materials, or outages of power or communications networks (each a "Force Majeure Event"), and such non-performance, hindrance, or delay could not have been prevented by the Affected Party through use of reasonable precautions commonly taken in such Party's industry to prevent the effects of such a Force Majeure Event, the Affected Party shall not be liable for such non-performance, hindrance, or delay as long as the Force Majeure Event and its effects on the Affected Party continue. The Affected Party shall promptly notify the other Party in writing of the Force Majeure Event, the effect on the Affected Party's performance, the estimated performance delay, and the Affected Party's plan to resume performance. The Affected Party shall employ commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as possible. If DFIN is the Affected Party, (a) DFIN shall continue to perform such parts of the Services as it is capable of performing and (b) Customer may suspend payments for Services materially affected by the Force Majeure Event until such Services are substantially resumed. If the Affected Party cannot resume full performance of its

obligations within sixty (60) days after the occurrence of the Force Majeure Event, the other Party may terminate any affected Order or SOW, without penalty or further obligation, except as expressly stated herein.

16.9 Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that comes closest to the Parties' intent underlying the invalid, illegal, or unenforceable provision.

16.10 Third Party Beneficiaries. A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of this Agreement. The rights of the Parties to terminate, rescind or vary this Agreement are not subject to the consent of any other person.

16.11 Electronic Signatures. This Agreement may be executed by electronic signature, including by way of PDF, DocuSign, Adobe Sign or other electronic signature platform agreed by the Parties. Any such electronic signature shall be deemed to be an original signature and shall be valid and binding to the fullest extent permitted by applicable law, including the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong).

16.12 Interpretation. The headings of each Section in the Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Section. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. Whenever the Agreement refers to a number of days, a month, or a year without using a term otherwise defined herein, such number refers to calendar days, a calendar month, or a calendar year. For the purposes of the Agreement: (a) the terms "including", "include", "includes", "such as", and the like shall not limit the generality of any description preceding such term and, as used herein, shall have the same meaning as "including, but not limited to", "including, without limitation", "such as", or "by way of example"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto", and "hereunder" refer to the Agreement as a whole; and (d) the words "will" and "shall" are to be interpreted as having the same meaning and are deemed to be a term of command. Unless the context otherwise requires, references herein to: (i) Sections mean the and Sections of, the Agreement; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) an Applicable Law means such Applicable Law as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The language of the Agreement shall be deemed to be the language

mutually chosen by the Parties and no rule of strict construction shall be applied against either Party. Each Party represents that it has been represented by legal counsel in connection with the Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of the Agreement, the Parties agree that no presumption shall apply against the Party who drafted such terms and provisions.