

CORPORATE SOLUTIONS

Access Terms

These Access Terms set forth the applicable terms and conditions between Smartkarma and the subscribing corporate entity (“**Corporate Subscriber**”) pursuant to which the Corporate Subscriber, and any users nominated by it and authorised on its behalf (“**Authorised Users**”), shall be granted access to the Smartkarma online website (“**Site**”) for the purposes of accessing Smartkarma Corporate Solutions and the suite of services (“**Corporate Services**”) applicable to the package subscribed to (“**Package**”). Defined terms shall have the meaning provided within the Online Registration Form and the body of these Access Terms.

1. Preliminary:

- 1.1. **Acceptance and Authority:** The person registering for Smartkarma Corporate Solutions on behalf of the Corporate Subscriber is deemed to be a duly authorised legal representative of the Corporate Subscriber (“**Authorised Representative**”) with the requisite authority to act on its behalf and lawfully bind it, and by registering, the Authorised Representative is hereby deemed to have agreed to these Access Terms on behalf of the Corporate Subscriber. Where the Corporate Subscriber, through its Authorised Representative, appoints Authorised Users to access Smartkarma Corporate Solutions and use the Corporate Services under the Corporate Subscriber’s account, the Corporate Subscriber shall be deemed responsible for Authorised Users’ observance of these Access Terms, their usage and access to Smartkarma Corporate Solutions, and any content, communication or other written, visual or audio material uploaded, published or distributed by Authorised Users for or on behalf of Corporate Subscriber on or through the Site (“**Corporate Subscriber Content**”).
- 1.2. **Eligibility Criteria:**
 - a. **Corporate Subscriber:** To be eligible to register for Smartkarma Corporate Solutions, the Corporate Subscriber shall be a company held under private ownership or a public company with issued securities.
 - b. **Authorised User:** To be eligible to be nominated as an Authorised User of Smartkarma Corporate Solutions, the individual must hold an appropriate role with the Corporate Subscriber’s organisation relevant to or connected with the Authorised Purpose (as defined in 1.2.c. below). The Corporate Subscriber shall refer to the Authorised Purpose to determine who shall be an Authorised User and their level of access and usage permissions. Smartkarma retains a discretion to query or reject a request for an Authorised User that it reasonably considers does not satisfy the eligibility criteria.
 - c. **Authorised Purpose:** Smartkarma Corporate Solutions is intended for use by a Corporate Subscriber’s personnel in its CXO (corporate executive), investor relations and/ or corporate communications departments for the purpose of: (i) raising the Corporate Subscriber’s profile with the investment community (through sharing authorised company updates and information, and interacting with investors and analysts); and (ii) tracking analytics on the company and the relevant industry (“**Authorised Purpose**”).

2. Corporate Services:

- 2.1. **Term:** Subscription to Smartkarma Corporate Solutions and the application of these Access Terms commence on the date of online registration and:

- a. in respect of any Package provided with no Fees, shall continue on an ongoing basis until terminated; and
- b. in respect of any Package provided for Fees, shall continue on an auto-renewal basis at the end of each Billing Period covered by the pre-paid Fees.

2.2. Licence to Corporate Subscriber: Smartkarma grants the Corporate Subscriber and its Authorised Users a limited, non-exclusive, non-transferable, worldwide licence (“Licence”) to access and use the Site for the purposes of accessing Smartkarma Corporate Solutions and using the Corporate Services in accordance with the features of the Package subscribed to, and the Corporate Subscriber and Authorised Users may not use or access the Site or Corporate Services in any other way. All rights not expressly granted under the Licence or applicable Package are reserved by Smartkarma.

2.3. Licence to Smartkarma: Corporate Subscriber is deemed responsible for and the owner or licensor of all Corporate Subscriber Content the Authorised Users upload, distribute or publish on or through the Site for or on the Corporate Subscriber’s behalf and/or otherwise in connection with Smartkarma Corporate Solutions. Corporate Subscriber grants to Smartkarma a non-exclusive, revocable, worldwide, royalty free licence (and any equivalents in any part of the world) to use, publicly display, transmit and distribute such Corporate Subscriber Content on the Site in connection with Smartkarma Corporate Solutions. For the avoidance of doubt, following termination of the Package and/or deactivation of the Corporate Subscriber’s Account and/or Authorised User Log-ins, Smartkarma may continue to retain and display such Corporate Subscriber Content for audit, archival and related purposes.

2.4. Appointment and Access: The following provisions apply to Authorised User appointment and access:

- a. Corporate Subscriber, through its Authorised Representative, shall appoint Authorised Users to access Smartkarma Corporate Solutions and use the Corporate Services on its behalf, having regard to:
 - i. the eligibility criteria and Authorised Purpose outlined in clauses 1.2.b and 1.2.c of these Access Terms; and
 - ii. any log-in limit under the Package subscribed to.
- b. Corporate Subscriber is responsible for:
 - i. observance by Authorised Users of these Access Terms; and
 - ii. determining Authorised Users’ level of access and permissions (i.e. publishing and usage).
- c. On appointment, Authorised Users are allocated a personalised username and password set (“**Log-in**”) which must be kept secure and confidential and not be shared. Any unauthorised access or misuse or any other known or suspected breach of security must be notified as soon as practicable to Smartkarma, and Corporate Subscriber and Authorised Users shall use all reasonable efforts to immediately stop any known or suspected unauthorised access or use of the Site and Corporate Services.

2.5. Usage Conditions and Limitations: In addition to any conditions of use or limitations under the Package subscribed to, the following conditions shall apply to the Corporate Subscriber and Authorised Users when using and accessing Smartkarma Corporate Solutions:

- a. Site and Corporate Services may only be accessed and used by the Authorised Users of the Corporate Subscriber holding the subscription.
- b. Site and Corporate Services may only be used:
 - i. in accordance with these Access Terms (including specifically the Authorised Purpose in clause 1.2.c);
 - ii. in accordance with any applicable laws, rules and regulations; and
 - iii. for lawful business purposes. Specifically any use must not be unlawful, fraudulent or misleading or breach or conflict with any third party intellectual property rights.
- c. All Corporate Subscriber Content uploaded and distributed on the Site in connection with Corporate Services must be pre-approved in accordance with the Corporate Subscriber’s standard internal approval and compliance processes, and must not contain any material non-public information (“**MNPI**”).
- d. The Site and any Third Party Content available on the Site or accessed through Smartkarma Corporate Solutions may not be decompiled, reverse engineered, disassembled, transferred, distributed, resold, sublicensed, or otherwise used to create any derivative works or to commercially exploit any Third Party Content.
- e. Corporate Subscriber may not use any network monitoring or discovery software to determine the architecture of the Site or Corporate Services, or to extract information about usage or individual identities.

- f. Corporate Subscriber may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site, Corporate Services or Third Party Content, nor create Internet “links” to the Site or Corporate Services or “frame” or “mirror” any Third Party Content on any other server or wireless or Internet-based device.
- g. Corporate Subscriber may use the Site and Corporate Services, and any Third Party Content accessible under its Package, solely for its own internal business use and purposes, as per the Package plan it has subscribed to, and provided all Smartkarma and third party copyright and other proprietary notices contained on the Third Party Content are retained. Any other, unauthorised or external commercial use is expressly prohibited by these Access Terms.
- h. Use of the Site and Corporate Services must not interfere with or disrupt the integrity or performance of the Site, and Corporate Subscriber and Authorised Users must not attempt to gain unauthorised access to the Site, Services, or its related systems or networks.
- i. Site and Corporate Services (including specifically the Communication Tools) must not be used to:
 - i. send spam or otherwise unsolicited messages; and/or
 - ii. send or store material containing software viruses or other harmful programs, or infringing, obscene or otherwise unlawful material.

2.6. Communication Tools - Conditions and Restrictions: Without limiting the obligations set forth in clause 2.5 above or elsewhere in these Access Terms, Authorised Users must exercise all reasonable care when using any communication features and tools available through Smartkarma Corporate Solutions (“**Communication Tools**”). Any Communication Tools available under the Package subscribed to (including but not limited to page updates, private message, mailing lists or email) must only be used for lawful and legitimate purposes in accordance with this clause and subject to any Package feature limitations. For the avoidance of doubt, Authorised Users must not use any Communication Tool for posting or disseminating any material unrelated to the use of the Corporate Services or the furtherance of the Authorised Purpose, including (but not limited to): offers of goods or services for sale; unsolicited commercial email including spam; files that may damage any other person’s computing devices or software; content that may be offensive to any other users of the Site; material in violation of any law (including material that is protected by copyright or trade secrets which Corporate Subscriber does not have the right to use); or any material that has not been approved for public dissemination in the usual course by the Corporate Subscriber in accordance with clause 2.5.c above. When an Authorised User makes any communication on the Site or publishes any Corporate Subscriber Content (including company page updates), the Authorised User represents that they are permitted to make such communication or publish such content. Notwithstanding that Smartkarma is under no obligation to ensure that communications on the Site are legitimate or lawful or that they are related only to the use of the Corporate Services, Smartkarma expressly reserves the right to remove any communication or Corporate Subscriber Content at any time in its sole discretion.

3. Fees:

- 3.1. Fees and Payment:** Fees are set according to the Package subscribed to and the applicable Billing Period. Fees are in US dollars and are due at the time of registration or upgrade, and unless indicated otherwise, shall be payable and charged on an auto-renewal basis. Under auto-renewal, the method of payment provided at the time of the Subscription shall be billed upon each renewal unless Smartkarma is notified prior to the end of the current Billing Period that the Corporate Subscriber does not intend to renew. Smartkarma shall review the Fees for Smartkarma Corporate Solutions from time to time and reserves the discretion to amend Fees, including a discretion to determine that Fees shall apply to the Starter package (currently provided with no Fees).
- 3.2. Upgrades and Changes:** Corporate Subscriber has full flexibility to upgrade its Package and unlock premium features at any time, and a prorated fee increase shall apply, effective immediately from the time of the upgrade. The Corporate Subscriber may downgrade its Package, however any such change will only take effect from the end of the relevant paid-up Billing Period and the Corporate Subscriber may lose access to premium features.

4. Intellectual Property:

4.1. Acknowledgments:

Corporate Subscriber expressly acknowledges that:

- a. Third Party Content (being all content other than Corporate Subscriber Content it or its Authorised Users upload or publish on the Platform) contained within or accessible through the Site or Corporate Services may be owned or licensed by Smartkarma, Insight Providers, Investor Clients, other Corporate Subscribers and other Users, and is protected by applicable copyrights, trademarks, service marks, and/or other intellectual property rights; all third parties who use and access the Site;
- b. all copyright and other intellectual property rights in the form, layout, symbols, templates and other guidance used in the Site to present and publish Corporate Subscriber Content, Third Party Content and/or the Corporate Services, belong to Smartkarma, and the Corporate Subscriber shall not acquire or claim any title to such rights under or by virtue of its subscription or the operation of these Access Terms; and
- c. nothing contained on the Site or in the Corporate Services should be construed as granting (by implication, estoppel, or otherwise) any licence or right to use any trademark or image displayed on the Site without the written permission of Smartkarma or relevant third party.

5. Confidential Information and Data Protection:

5.1. Obligations:

Each party undertakes that it, together with its employees and any agents, will keep all Confidential Information confidential and will not disclose it in whole or in part to any third party, nor use Confidential Information for any purpose other than the performance of its obligations under these Access Terms. This Clause 5 shall survive termination.

5.2. Meaning of "Confidential Information":

"Confidential Information" means all information concerning a party's business not generally known to the public, whether or not marked as confidential. By way of illustration, Confidential Information may include (but is not limited to) non-public information about a Party's pricing, personnel, partnerships, product roadmap, security documentation, contracts, customer lists, financial information, sales and marketing plans, information and business plans and other proprietary information, whether or not such information is marked as confidential. For the avoidance of doubt, Confidential Information shall not include information which:

- a. at or prior to the time of disclosure was known to the receiving party except to the extent that such information was obtained unlawfully or by a breach of confidentiality;
- b. at or after the time of disclosure becomes generally available to the public other than through any act or omission on the part of the receiving party;
- c. is independently developed by the receiving party; and/or
- d. is required to be disclosed by law, by a court order or by any competent governmental or regulatory authority.

5.3. Data Protection:

If use of the Corporate Services includes the processing of data that contains personal information that is subject to the General Data Protection Regulation (EU) 2016/679, the Corporate Subscriber and its Authorised Users agree to comply with those requirements in processing personal information. As regards Smartkarma's use and collection of personal data, the Smartkarma Privacy Policy, available on the Site and updated from time to time, is hereby incorporated by reference into the Access Terms.

6. Termination and Suspension:

6.1. Termination - No Fault:

- a. Corporate Subscriber may cancel its subscription at any time, with effect from the last day of the paid-up Billing Period. For the avoidance of doubt, Smartkarma shall not provide any refund for any remaining prepaid period.

- b. Smartkarma reserves a right to terminate the Subscription where, for administrative, legal or regulatory reasons, the Subscription and/or Smartkarma Corporate Solutions may no longer be provided or received, in which case reasonable notice in the circumstances shall be provided.
- c. Any such termination under clause 6.1.a or 6.1.b, shall not affect any accrued rights or liabilities of either party, and any rights intended to continue after termination.

6.2. Termination - Material Breach:

- a. Smartkarma may terminate the Subscription and/or suspend access to the Corporate Services:
 - i. immediately, if the Corporate Subscriber or an Authorised User is in material breach of the Access Terms and the material breach is not capable of being remedied; or
 - ii. within 14 days of notification, if the breach is capable of being remedied and Corporate Subscriber fails to rectify the breach within 14 days of being notified.
- b. Any such termination under clause 6.2.a shall not affect any accrued rights or liabilities of either party, and any rights intended to continue after termination

6.3. Other action for breach: Smartkarma may also take action which includes any or all of:

- a. immediate, temporary or permanent withdrawal of the right to use the Corporate Services or the Site after it has been confirmed that the Access Terms have been breached;
- b. immediate, temporary or permanent deactivation of an Authorised User's account and/or the removal of any Content published by the Corporate Subscriber or Authorised User;
- c. issue a warning to the Corporate Subscriber and/or Authorised User;
- d. where applicable, initiate legal proceedings for reimbursement of costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- e. make disclosure of such information to law enforcement authorities as reasonably necessary or required.

7. Representations and Warranties:

7.1. Warranties - Mutual: Each party represents and warrants to the other party that:

- a. it has all right, title, and authority to enter into these Access Terms; and
- b. its execution of or engagement under these Access Terms do not constitute a breach of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound.

7.2. Warranties - Corporate Subscriber: Each time the Corporate Subscriber uses the Site or the Services, the Corporate Subscriber is deemed to represent and warrant to Smartkarma that:

- a. it has all regulatory and legal authority to enter into and be bound by these Access Terms;
- b. any Corporate Subscriber Content uploaded to or published or distributed through Corporate Services or on the Site has been approved according to the Corporate Subscriber's standard approval processes, does not contain any MNPI and does not breach any third party intellectual property rights; and
- c. use of the Site and the Corporate Services complies with all applicable laws, rules and regulations.

8. Disclaimers:

Smartkarma Corporate Solutions is expressly covered by the disclaimers set out below:

8.1. Content Disclaimers: Smartkarma does not review or exercise editorial control in respect of Corporate Subscriber Content or Third Party Content ("**Content**") on the Site. Smartkarma assumes no liability for the Content, including regarding accuracy or suitability

for purpose. Smartkarma offers no warranty or guarantee that the Corporate Subscriber will have access to all Content on the Site, on the grounds that Insight Providers may be limited, for regulatory reasons or otherwise, from providing access to Corporate Subscribers in certain jurisdictions or investor categories. The Corporate Subscriber further acknowledges that the following disclaimers apply to Content and the Services:

- a. Content on the Site is of a general nature only and is not, and shall not be construed as or relied upon as professional, targeted financial or investment advice. Independent advice should be obtained before reliance is placed upon Content;
- b. Smartkarma is not a broker, securities dealer or financial adviser and Content will not, in any circumstances, be construed as, or be considered to form part of, any offer for sale, subscription, solicitation or invitation to buy or subscribe for any securities or financial products.
- c. remuneration payable to Insight Providers by Smartkarma shall in no way be construed as an endorsement or other positive evaluation of the Insight Provider or their published Content; and
- d. Smartkarma does not endorse or recommend, nor is an agent, reseller or distributor of, and has no control over, any third party products that may, from time to time, be promoted or discussed on the Site, or any third party links that may be displayed on the Site.

8.2. Provided "As Is": The Site, Content and the Corporate Services are provided on a strictly "as is" and "as available" basis. Further, notwithstanding that Smartkarma will make commercially reasonable efforts to ensure a virus free environment, Smartkarma does not represent or warrant that the Site or Corporate Services will be error-free, or free of viruses or other harmful components.

9. Limitation of Liability:

9.1. Limitation: Subject to law and clause 9.4, in no event shall Smartkarma, its affiliates, employees, agents, representatives, licensors or other third party partners ("**Smartkarma Parties**") be liable to Corporate Subscriber for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to:

- a. any errors in or omissions from the Site, Corporate Subscriber Content or Third Party Content, including but not limited to technical inaccuracies and typographical errors;
- b. the temporary and/or unavoidable unavailability of this Site or any portion thereof;
- c. Corporate Subscriber's use of this Site or Corporate Services;
- d. Corporate Subscriber's use of any equipment or software in connection with the Site or Corporate Services; or
- e. any third party products directly or indirectly accessed through links contained on the Site or through the Corporate Services.

9.2. Cap on Liability: The parties agree that the liability of Smartkarma and the Corporate Subscriber to each other for any and all cause(s) of action, regardless of form of action (including contract, tort, negligence or any other) directly arising out of or resulting from the performance or breach of the Access Terms will not exceed an amount equal to the Fees paid by the Corporate Subscriber in the 12 months prior to the event that directly gave rise to the damages claimed.

9.3. Indirect Loss: In no event shall either party shall be liable to the other party or to any third party for any special, indirect, incidental, punitive, consequential damages, or damages from lost profits, lost use or any other damages or any other kind whatsoever (including without limitation attorney's fees) in any way due to, resulting from, or arising in connection with the Access Terms or the use of or inability to use the Corporate Services or Content, even if the party has been advised of the possibility of such damages.

9.4. Negligence and other exceptions: Notwithstanding the above, the limitation on liability will not apply to:

- a. claims for gross negligence, wilful misconduct, fraud or criminal acts or omissions;
- b. breach of confidentiality; or
- c. any third party claims subject to the indemnification provisions in clause 10.

10. Indemnification:

- 10.1. Mutual Indemnity:** Each party agrees to indemnify, defend and hold harmless the other party, and that party's officers, directors, employees, agents, licensors and suppliers (including, as regards Smartkarma, any third party Insight Providers) from and against all claims and demands brought by a third party alleging:
- any violation of any warranty or representation under Clause 7 Representations and Warranties;
 - any violation of applicable law or regulation; and/or
 - any infringement, misappropriation, or violation of any intellectual property rights of any third party.
- 10.2. Conditions of Indemnity:** Indemnification under the above clause will be provided only on the conditions that:
- the indemnifying party is given written notice within 14 days after the indemnified party receives notice of the subject action ("Action");
 - the indemnifying party has sole control of the defense of the Action and related settlement negotiations, but any settlement that would impose monetary or injunctive obligation on the indemnified party will be subject to that party's prior written approval and will unconditionally release the indemnified party of all liability; and
 - the indemnified party provides full cooperation in furtherance of such defense, as reasonably required by the indemnifying party at the indemnifying party's expense.

11. Miscellaneous:

- 11.1. Incorporated Terms:** These Access Terms incorporate the Smartkarma Privacy Policy as published and updated on the Site from time to time. Each Package may also have its own specific restrictions and limitations, and such terms are hereby incorporated into this Agreement by reference. In the event of any inconsistency, these Access Terms prevail.
- 11.2. Entire Agreement:** In all other respects, the Access Terms contain the entire agreement of the parties relating to Smartkarma Corporate Solutions and supersedes all previous proposals, arrangements and agreements between the parties relating to the Services and the Site. Each party confirms that it has not relied on any statement or representation given by the other party except those expressly repeated herein.
- 11.3. Variation:** These Access Terms shall not be varied except by agreement in writing signed by a duly authorised representative of each party.
- 11.4. Severance:** If any provision of these Access Terms is held to be void or unenforceable in whole or in part by any competent court or regulatory authority, and where such provision is not fundamental to the commercial purpose of the Access Terms, then the Access Terms shall continue in force in relation to the unaffected provisions and the remainder of the provision in question. The parties will then negotiate in good faith replacement terms for the affected provision in order to achieve as closely as possible the original intentions of the parties.
- 11.5. No Waiver:** No failure or delay by Smartkarma in exercising any right, power or privilege under the Access Terms shall operate as a waiver thereof nor shall any single or partial exercise by Smartkarma of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in the Access Terms are cumulative and not exclusive of any rights and remedies provided by law.
- 11.6. Assignment:** The Corporate Subscriber may not assign its rights and obligations under the Access Terms in whole or in part to any third party without the prior written consent of Smartkarma.
- 11.7. Governing Law and Jurisdiction:** The Access Terms shall be governed by and construed in accordance with the law in force in Singapore and the parties hereby submit to the jurisdiction of the Singapore courts.