

PURCHASE OF SERVICES TERMS AND CONDITIONS

If you wish to proceed with your purchase of the services in the Services Purchase Order Agreement (the “**Services**”), you will need to acknowledge and accept the additional terms and conditions below (these “**Purchase Conditions**”) before proceeding further.

By clicking on the link “**I Accept**” below, you accept and agree to these Purchase Conditions.

1. ACCEPTANCE OF THESE PURCHASE TERMS AND CONDITIONS

- 1.1 Your purchase of the services in the Services Purchase Order Agreement (the “**Services**”) is subject to these Purchase Conditions, as well as and in addition to the SaaS terms and conditions.
- 1.2 Terms and expressions defined in the SaaS terms and conditions shall have the same meaning when used in these Purchase Conditions.
- 1.3 The headings in these Purchase Conditions are inserted for convenience only and shall not affect any construction or interpretation of the Purchase Conditions.

2. SERVICE PROVIDER

- 2.1 The Services may be provided by Wincomply Investments Limited, its subsidiaries and associates (“**Wincomply**”) and/or its appointed third party service providers (“**Agents**” and together with Wincomply, “**we**”, “**our**” or “**us**”) according to the specificity and particular requirements of the Services.
- 2.2 Any failure by you to comply with these Purchase Conditions may result in Wincomply and/or Agents being unable to provide the Services in a timely manner, by any required dates or within any required period or to provide the Services.

3. FEES

You are required to pay our fees for the Services (“**Fees**”) in advance before Wincomply and/or Agents commence work to provide the Services.

4. ADDITIONAL FEES

- 4.1 Any failure by you to comply with these Purchase Conditions may result in an increase in the amount of the Fees or additional fees payable for the Services (“**Additional Fees**”). You shall be notified of any Additional Fees.
- 4.2 You are required to pay in advance any Additional Fees before Wincomply and/or Agents continue providing the Services.

5. YOU MUST RESPOND PROMPTLY

- 5.1 In order for Wincomply and/or Agents to provide the Services to you, Wincomply may from time to time issue instructions (“**Instructions**”) to you or request you to provide Wincomply and/or Agents with information as may be requested by Wincomply and/or Agents including, but not limited to, yourself, your products and product categories, your copyright, trademarks, tradenames, patents and other intellectual property rights and financial information including sales revenue (“**Customer Information**”). It is your responsibility to promptly comply with the Instructions and to furnish Wincomply with the required Customer Information and in any event by the time and date stipulated by Wincomply.
- 5.2 In providing the Services, Wincomply and/or Agents will usually be working to time limits or constraints imposed by third parties. Failure to respond to Instructions by Wincomply and/or Agents or submit Customer Information to Wincomply and/or Agents on time may result in your loss of rights, priority or protection or incurring fines or penalties. If you fail to provide

Customer Information in accordance with Wincomply's and/or Agents' requests or do not promptly answer or respond to any Instructions or queries that are raised by Wincomply, you understand that Wincomply and/or Agents will not be responsible for any loss of rights, priority or protection or any fines or penalties as a result.

6. YOU MUST PROVIDE GENUINE, ACCURATE AND COMPLETE CUSTOMER INFORMATION

You are required to ensure that all Customer Information is true and correct and in the case of any documents required to be submitted in their original form that they are genuine and authentic and if copies of documents are provided that such copies are true, accurate and complete copies of the original documents. Any time you submit Customer Information to Wincomply and/or Agents, you will be deemed to warrant, represent and undertake that the Customer Information is true, accurate and complete and not misleading. If necessary, Wincomply and/or Agents may require you provide certified, notarised and/or apostille copies of Customer Information at your expense. Also, if requested by Wincomply and/or Agents you shall provide written confirmation of any Customer Information or explanations that are given orally.

7. CHANGES IN CUSTOMER INFORMATION

You must promptly notify Wincomply of any changes in any Customer Information that you provide to Wincomply and/or Agents including but without limitation any change in your name, your registered office or principal place or business or your status, including your financial status and whether you have become insolvent or are the subject of any bankruptcy, liquidation or winding up or similar proceedings.

8. INTELLECTUAL PROPERTY CONFLICTS

You must ensure and you warrant, represent and undertake to Wincomply and Agents that your Customer Information belongs to you solely and beneficially and does not and will not breach the intellectual property rights and any other rights of any other person.

9. AUTHORITY TO REPRESENT YOU

In providing the Services to you, Wincomply and/or Agents may be required to communicate with government and regulatory authorities, departments, agencies and/or bodies and entities (including but not limited to tax authorities) (each a "**Government Authority**") and other persons on your behalf. You irrevocably authorise and appoint Wincomply and Agents as your agent and representative to act on your behalf and to represent you before any applicable Government Authority and/or any other persons as Wincomply and/or Agents deem necessary for the purposes of providing the Services to you. You irrevocably approve, confirm and ratify all lawful acts or things done by Wincomply and/or Agents with any applicable Government Authority and/or any other persons in respect of the Services.

10. SERVICES DO NOT CONSTITUTE LEGAL, FINANCIAL OR TAX ADVICE

You acknowledge and agree that the Services do not, and are not intended to, constitute, financial, legal or tax advice. Without prejudice to the foregoing, any Services provided by Wincomply and/or Agents only concern assisting you with your filing or registration requirements or to assist you with computation of any taxes, fees, duties or levies based on Customer Information provided by you. The Services do not amount to advice as to whether you are under any legal or regulatory obligation to make any filing or registration or whether any taxes, fees, duties or levies are payable by you, which is a matter on which you must seek your own legal and/or tax advice should you have any doubts or consider necessary. In addition, you must check any computation provided by Wincomply and/or Agents to you and you must not approve them unless you are satisfied with them.

11. SERVICES DEPENDENT ON DECISIONS OF THIRD PARTIES

You acknowledge and agree that where the Services involve applications to or are subject to or require decisions, determinations, judgments, orders or registrations of or by any Government Authority or other third parties (collectively, "**Government Authority Decisions**"), the result or outcome of any Government Authority Decision may be prejudicial or adverse or contrary to your interests or may not meet your expectations or goals. Wincomply and/or Agents are unable to and do not give any assurances or guarantees as to the result or outcome of any Government Authority Decision and does not assume any responsibility or liability as to the result or outcome of any Government Authority Decision that is prejudicial or adverse or contrary to your interests or may not meet your expectations or goals. The result or outcome of any Government Authority Decision is in the sole discretion of the applicable Government Authority.

12. YOUR COMPLIANCE WITH LAWS

It is your responsibility to comply with all applicable laws, rules and regulations. In particular, if you are purchasing VAT Services, it is your responsibility to pay any VAT due to the relevant Government Authority. You may settle any VAT payable directly by bank transfer or, if available, through Wincomply's authorised payment processor subject to and in accordance with such payment processor's terms and conditions.

13. ILLEGALITY

If at any time it is or becomes or Wincomply and/or Agents suspect it is or will become illegal or unlawful for Wincomply and/or Agents to provide or continue to provide Services to you, Wincomply and/or Agents may by notice to you immediately suspend or cease to provide the Services without incurring any liability to you or any other person.

14. REPLACEMENT OF WINCOMPLY

If you wish to replace Wincomply and/or Agents and engage another party to provide the same or similar service as the Services, you must give Wincomply reasonable notice in advance (in any event not less than 14 days' notice) and comply with the requirements of any applicable Government Authority to effect such replacement. In addition, you must pay any outstanding Fees and, if applicable, Additional Fees before Wincomply releases any files or documents relating to the Services to you or any party engaged by you to replace Wincomply and/or Agents.

15. COMMUNICATIONS WITH WINCOMPLY

All communications from Wincomply in connection with the Services will be sent through your account at Wincomply. You must check your account regularly and respond to any Instructions promptly (and in any event by any date and time specified by Wincomply).

16. CONSEQUENCES OF YOUR NON-COMPLIANCE

- 16.1 In the event of any breach of or non-compliance with these Purchase Conditions by you, Wincomply shall have the right to terminate its agreement with you and cease providing the Services. In such circumstances, Wincomply and/or Agents shall not be under any obligation to refund any Fee or Additional Fees paid.
- 16.2 In the event of any breach of or non-compliance with these Purchase Conditions by you, you shall be solely responsible for any loss or damages suffered or incurred by you (including but not limited to any fines, penalties, levies) and in no circumstances shall Wincomply and/or Agents have any liability to you.
- 16.3 **You shall indemnify and hold harmless Wincomply and/or Agents from any liability of whatever nature and any loss or damages however suffered or incurred by Wincomply**

and/or Agents (including legal costs and expenses of enforcing this indemnity) as a result of any breach by you of these Purchase Conditions or your non-compliance with these Purchase Conditions.

17. LIMITATION OF LIABILITY OF WINCOMPLY

- 17.1 To the fullest extent provided by law, Wincomply and Agents hereby disclaim all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.
- 17.2 To the fullest extent permitted by law, Wincomply and/or Agents do not accept or assume responsibility to anyone other than you for the Services. You are not entitled to disclose any work of Wincomply and/or Agents to any third party without the express permission of Wincomply. Wincomply may grant consent in its sole and absolute discretion or subject to conditions.
- 17.3 In no event whatsoever will Wincomply and/or Agents have any legal or equitable liability however arising including from breach of contract, tort (including negligence), strict liability or otherwise, for any: (a) loss of production, use, business, revenue, profit or diminution in value; (b) impairment, inability to use, or loss, interruption, or delay of the services; (c) loss, damage, corruption, or recovery of data, or breach of data or system security; (d) cost of replacement goods or services; (e) loss of goodwill or reputation; or (f) consequential, incidental, indirect, exemplary, special, enhanced or punitive damages regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable and notwithstanding the failure of any agreed or other remedy of its essential purpose. In the event that Wincomply and/or Agents are found to be liable for any breach in the provision of the Services, your sole remedy against Wincomply and/or Agents for loss or damage caused by or arising in connection with the Services, regardless of the form or action, shall be limited to and not exceed the amount of Fees and Additional Fees paid in respect of the Services.

18. ENQUIRIES

If you have any questions regarding the purchase of the Services or these Purchase Conditions, please contact customer service at info@wincomply.com.

19. CONFLICT OF TERMS

These Purchase Conditions are supplemental to the SaaS terms and conditions. In the event of any inconsistency between these Conditions and the SaaS terms and conditions, these Purchase Conditions shall prevail.

20. CONFLICT BETWEEN ENGLISH AND CHINESE VERSIONS

In the event of any conflict or discrepancy between the English version and Chinese version of these Purchase Conditions, the English version shall prevail.

21. RIGHTS OF THIRD PARTIES

Except as expressly set out in these Purchase Conditions, no person other than you, Wincomply and Agents shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the provisions of these Purchase Conditions. Wincomply may, by notice to you, amend, vary, waive, terminate or rescind these Purchase Conditions at any time and in any way without your consent or the consent of any other person (including any Agents).

22. GOVERNING LAW

- 22.1 These Purchase Conditions shall be governed by and construed in accordance with the laws of Hong Kong. By accepting these Purchase Conditions, you irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with these Purchase Conditions, including any question regarding its existence, validity, formation or termination. For these purposes, you irrevocably submit to the exclusive jurisdiction of the Hong Kong courts.
- 22.2 Nothing in these Purchase Conditions shall limit our right to bring proceedings, including third-party proceedings, against you in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable laws.

Copyright © Wincomply Investments Limited (incorporated in Hong Kong with limited liability).

All rights reserved.

Version: Updated as of April 2024