

## Terms of Use – Walkers 360

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### Introduction

In order to enable clients (and if instructed, their business partners and advisors) access to the corporate records, invoices and other information and materials relating to entities to which Walkers provides registered office or other services, Walkers (reference to which throughout these Terms of Use shall include all businesses within the global Walkers' group) will be making use of a web-based system referred to as Walkers 360. Walkers 360 is provided by Walkers and is hosted in the Cayman Islands.

Each relevant individual will be provided with a username and password to access Walkers 360 (a "**User Account**"), which is subject to these Terms of Use and Walkers' Terms of Engagement, as amended from time to time.

### Responsibilities

You will be responsible for any and all activities that occur under your User Account, including ensuring that all users exit or log-off from Walkers 360 and keep in confidence all passwords and/or other access information related to Walkers 360. Please notify Walkers immediately if there is any unauthorised use of a User Account or password or any other breach of security is known or suspected or if any User Account should be terminated.

### Personal Data

Any personal information which is collected in the course of your use of Walkers 360 will be subject to Walkers' Privacy Statement, a copy of which can be obtained by contacting Walkers at [data.privacy@walkersglobal.com](mailto:data.privacy@walkersglobal.com) or viewed by following this [LINK](#), and applicable data protection legislation.

### Access to Data

All personal data and data uploaded to Walkers 360 will be subject to Walkers' Information Security Policy and Data Protection Policy, copies of which can be provided on request.

### Limitation of Liability

Walkers will apply reasonable technical, organisational and administrative security measures to keep data protected however to the fullest extent permitted by law, in no event will Walkers be liable for any direct, indirect, punitive, special, exemplary, incidental, consequential or other damages of any kind (including loss of revenue, profits, use or other economic advantage) arising out of, or in any way connected with Walkers 360, including but not limited to your use or inability to use Walkers 360 or for any data obtained from or through Walkers 360.

### Copyright Notice

All patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, rights in get-up and trade dress, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (the "**Intellectual Property Rights**") in relation to Walkers 360 are owned or controlled for these purposes by Walkers. You are not permitted to do anything which may in any way affect our

Intellectual Property Rights including but not limited to making information about the design available outside of your organisation.

## **Governing Law**

Any legal action or proceedings arising between you and Walkers in relation to Walkers 360 shall be governed by Cayman Islands law and your use of Walkers 360 is an acknowledgement by you that you will submit to the exclusive jurisdiction of the Cayman Islands courts.