

ALLSHARES SOFTWARE TERMS OF SERVICE

1 SCOPE AND PURPOSE

1.1 These Allshares Software Terms of Service (“**Terms of Service**”) govern and apply to the delivery and use of Allshares’ software-as-a-service product(s) (“**Software**”), such as Allshares Incentive Platform (Incentive.Online), Allshares Grow, and Pay Data Platform. The scope of the Service, the relevant Software and its functionalities are specified in the Agreement. These Terms of Service are an integral part of the Agreement between the Provider and the Company regarding the Services, and together with the Agreement constitute the entire agreement regarding the Software.

1.2 In these Terms of Service, “**Company**” means the customer legal entity that is a Party to the Agreement, and “**Provider**” means the Allshares entity that is the service provider under the Agreement. “**User**” means any individual who is authorized by the Company to access or use the Software under the Company’s subscription, including but not limited to the Company’s employees, incentive plan participants, Board members, shareholders, or any other individuals granted access credentials by the Company in accordance with the Agreement. Capitalized terms not defined herein shall have the meanings given to them in the Agreement.

2 LIMITED LICENSE

2.1 Subject to compliance with the terms of the Agreement by the Company, and in particular subject to the Company’s timely payment of the fees in accordance with the Agreement, the Provider grants to the Company and its Users a limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Software in accordance with the terms and conditions of the Agreement and these Terms of Service and any applicable law, solely for the Company’s internal use and only during the term of the Agreement.

3 SUPPORT AND SERVICE LEVELS

3.1 Any technical and use-related support services and service level (SLA) commitments are set forth in the Agreement, if those are included in the Service. The Provider shall not be obliged to provide support, assistance or maintenance whatsoever concerning third party equipment or software.

4 COMPANY’S OBLIGATIONS AND PROHIBITED ACTIVITIES

4.1 The Company is responsible for:

- a. complying with these Terms of Service when using the Software;
- b. ensuring all Users are informed of, and agree to abide by these Terms of Service;

- c. ensuring that the Software fulfils the Company's intended purpose. The Provider specifically excludes any liabilities and warranty for fitness of the Software for any particular purpose;
- d. all use of the Software by its Users, including all activities that occur under the Company's account;
- e. ensuring the Users are not minors in their jurisdiction of residence;
- f. maintaining the hardware and network that is needed to use the Software; and
- g. notifying the Provider immediately of any unauthorized use of the Software or any other known or suspected breach of security.

4.2 The Company shall not, and shall ensure its Users do not:

- a. systematically scrape, mine, or harvest data from the Software to create a database or directory without the Provider's written permission, excluding standard export, download or reporting features as expressly enabled as part of the Software's features;
- b. modify, copy, decompile, adapt, disassemble, reverse engineer the Software, its source code or interface;
- c. engage in any automated use of the system, such as using scripts to send messages, or using any data gathering and extraction tools such as robots, spiders, or scrapers;
- d. upload or transmit viruses, Trojan horses, malicious code or similar, that interferes with any user's use of the Software or disrupts or interferes with the operation of the Software;
- e. upload or transmit any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (gifs), pixels, web bugs, cookies, or other similar devices as a "spyware";
- f. circumvent, disable, or bypass security features or access controls or attempt to access unauthorized areas of the Software;
- g. interfere with, disrupt, or create an undue burden on the Software or the networks or services connected to the Software;
- h. attempt to determine individual remuneration information via the Pay Data Platform unless expressly permitted therein;
- i. engage in unauthorized framing of or linking to the Software;
- j. disparage, tarnish, or otherwise harm the Provider, its Group Companies or the Software;
- k. upload material that is harmful, illegal, obscene or infringing third party rights;
- l. share User access credentials or impersonate other users;
- m. use the Software in violation of applicable law;
- n. use the Software as part of any effort to compete with the Provider or otherwise use the Software and/or the content therein for any revenue-generating endeavor or commercial enterprise; or
- o. sublicense, resell, lease, distribute or otherwise make the Software available to any third parties.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights in and to the Software, including any new versions, enhancements, or modifications thereto, are and shall remain the exclusive property of the Provider or its licensors. The product and service names associated with the Software are service marks and trademarks of the Provider or its licensors, and no right or license is granted to use them. The Agreement does not grant the Company or User any rights of ownership in or related to the Software or the Intellectual Property Rights of the Provider. The Company acknowledges and agrees that, except as specifically provided under the Agreement, no other right, title, or interest is granted.

5.2 The templates that are available on Allshares Grow for downloading are provided subject to the license terms specified at: <https://creativecommons.org/licenses/by-nc-sa/4.0/>

6 CONTENT

6.1 The Software may include templates, forms, calculations and legal and tax related information for the Company and Users to use as part of the Service (“**Content**”). While the Provider strives to provide high-quality and up-to-date materials, the Provider makes no warranties that the Content is accurate, complete, current or suitable for any specific legal or tax requirement. The Content is provided on an “as is” and “as available” basis. The Company acknowledges and agrees that the Content is provided for informational purposes only and does not constitute legal, accounting, or tax advice. The Provider shall not be responsible for any actions or decisions taken by the Company or the User based on the Content. The Company and its Users are responsible for:

- a. reviewing the Content to ensure it is appropriate for the Company’s specific circumstances;
- b. consulting with qualified legal, tax or financial professionals before taking any action based on the Content; and
- c. complying with all applicable laws in the Company’s and the User’s jurisdiction.

6.2 The Content may be adapted to specific jurisdictions and in that case, it is not permitted to use such Content for any other jurisdictions than the intended. The Content or any other information available on the Software is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the Provider to any registration requirement within such jurisdiction or country. Accordingly, if the Company or its User accesses the Software from other locations, it does so on their own initiative and is solely responsible for compliance with local laws.

6.3 No information contained in the Software shall be viewed as a recommendation to buy or sell any securities.

7 COMPANY MATERIALS

7.1 The Company retains all right, title, and interest in and to the Company Materials, and shall be responsible for the Company Materials. The Provider will not supervise whether any Company Materials are lawfully uploaded or distributed through the Software. The Provider has the right to use the Company Materials solely for the purposes of the Agreement, including but not limited to Service improvement and efficiency.

7.2 The Provider may monitor the use of the Service to collect anonymous, statistical, and de-identified data. The Provider may utilize such aggregated data for the purposes of analyzing, maintaining, and improving its Services, provided that such data does not identify the Company or any individual User or other person or reveal the Company's Confidential Information.

8 FEEDBACK

8.1 The Company may from time to time provide suggestions, comments or feedback ("**Feedback**") with respect to the Software. The Company agrees that all Feedback is voluntary and, even if marked as confidential (unless subject to a separate written agreement), shall not create a confidentiality obligation for the Provider. The Provider shall be free to use, disclose, reproduce, license or otherwise distribute such Feedback, without obligation or restriction of any kind with relation to a Party's Intellectual Property Rights or otherwise. Notwithstanding the above, no right shall be granted to any Intellectual Property Rights that were in existence prior to the Effective Date.

9 PERSONAL DATA

9.1 The Company acknowledges that it is the data controller for any personal data processed by the Provider on the Company's behalf in conjunction with its use of the Software. The Company is responsible for any and all personal data contained in the Company Materials and all obligations related to its processing as the data controller designated in the General Data Protection Regulation (EU) 2016/679 or other applicable privacy legislation. The Company represents and warrants that it has the authority and required permissions to use the aforesaid personal data in the Software.

10 CHANGES TO THE SOFTWARE

10.1 The Provider has the right to make changes to the Software due to changes in legislation or best practices, or if it is otherwise deemed necessary by the Provider, to comply with any applicable law, decree or regulatory requirement, acts of government or order of authorities, or to improve security. The Provider also has the right to make changes to the Software in other cases, provided that such change does not have a materially negative effect on the nature or quality of the Service, as described in the Agreement. The Provider shall notify the Company of any material changes in advance.

10.2 Notwithstanding the foregoing, if the Company is using the Software free of charge during a "freemium" or "trial" subscription or similar, the Provider shall have the right to make

changes that have a materially negative effect on the Service and without providing advance notice.

11 SUSPENSION OF ACCESS

11.1 The Provider has the right to suspend the delivery of the Software for scheduled maintenance breaks, the schedule of which shall be provided to the Company upon request. Outside the scheduled maintenance, the Provider has the right to suspend delivery of the Software due to installation, change or maintenance work of a general data network outside the Provider's control or due to data security risk to the Software or if required by law or authorities. The Provider shall notify the Company of any extraordinary suspensions and the duration of such suspensions in advance or, if this is not reasonably possible, without delay after the Provider has learned of such matter. In addition, the Provider has the right to prevent the Company's and/or Users' access to the Software without a prior notification, if (a) it is necessary in order to comply with applicable law; or (b) the Provider has reasonable grounds to suspect that the User or the Company (i) burdens the Software in an exceptional manner, (ii) uses the Software in a manner that compromises the delivery of the Software to other customers or users, or (iii) uses the Software contrary to these Terms of Service or in violation of applicable law. The Provider shall without undue delay inform the Company of the reasons for such prevention.

11.2 If the Company is using the Software free of charge during a "freemium" or "trial" subscription or similar, the Provider shall have the right to terminate access to the Software at the Provider's sole discretion, in which case the Agreement shall immediately expire.

12 E-SIGNATURES

12.1 The Software may include an e-signing function for digital signing for the purpose of allowing the User to electronically sign documents through the Software. The Company and its Users shall not let any third parties use or gain access to the e-signing services and may only use the e-signing services for its intended purpose and in accordance with the e-signing provider's terms and conditions.

13 ARTIFICIAL INTELLIGENCE

13.1 The Software incorporates Artificial Intelligence ("AI") powered features ("AI Tools") to enhance and deliver the Service. These include, but are not limited to, automated data processing, predictive analytics, and autonomous agents leveraging Large Language Models (LLMs) or other machine learning architectures. The Provider maintains a commitment to utilizing AI in an ethical and responsible manner. Under EU Regulation 2024/1689 (the "EU AI Act"), the Provider is designated as the "provider" of the AI Tools. These tools have been designed to meet the requirements as specified by the EU AI Act. Transparency information and necessary usage instructions will be supplied to Users by the Provider.

13.2 The Company acknowledges that AI Tools rely on machine learning models, which means their outputs may occasionally be inaccurate, incomplete, or outdated. Therefore, the Company and its Users bear the sole responsibility for reviewing and verifying the accuracy of any information generated by the AI Tools before using it to inform any decisions. Where the Company enables automated or “agentic” functionality, any actions executed by the AI Tools shall be deemed to have been taken under the Company’s direct instruction and authority.

13.3 Notwithstanding anything to the contrary in the Agreement, the AI Tools are provided on an “as is” and “as available” basis. The Provider makes no warranties regarding the accuracy, reliability, or correctness of the AI Tool’s output or automated actions. The Provider shall have no liability for any damages arising out of the Company’s use of or reliance on the AI Tool’s output. The Company agrees to maintain human oversight for any AI Tool outputs used to inform significant decisions.

14 LIMITED WARRANTY

14.1 The Provider warrants that the Service shall be delivered in a professional and timely manner, in accordance with industry standards and the specifications agreed upon in the Agreement. The Provider warrants that the Software shall be free from material defects and shall function substantially as described in the Agreement. In the event of any failure to meet these standards, the Provider agrees to promptly correct any deficiencies at no additional cost to the Company. This warranty is in addition to any other rights and remedies the Company may have under this Agreement or applicable law. No representation or other affirmation of fact, including statements regarding performance of the Software, which is not contained in the Agreement shall be binding on the Provider. There are no other warranties or conditions, express or implied, including without limitation, those of merchantability, satisfactory quality or fitness for a particular purpose.

15 VALIDITY

15.1 These Terms of Service enter into force on the Effective Date of the Agreement that incorporates these Terms of Service.

16 CONTACT

16.1 The Provider’s contact address for support, complaint or further information regarding the Service is helpdesk@allshares.com.