



Appendix 1: Remi AI Terms of Business

Remi Investing Pty Ltd (trading and hereafter referred to as Remi AI) and its affiliates (“Remi AI”) offer a wide range of proprietary data- and analytics-driven tools and solutions across functions and industries (each a “Solution”), including those described at remi.ai. This Remi AI Solutions Agreement (the “agreement”) is an agreement between Remi AI and the legal entity (along with such entity’s affiliates, the “Client”) that executes or accepts this agreement or, if applicable, that executes the corresponding Proposal (as defined below) and governs the Client’s access to and use of the Solutions, including Solutions provided in connection with consulting services that Remi AI may have provided in the past, may be providing currently, and may provide in the future to the Client (the “Services”). With respect to either party, the term “affiliates” means any entities that directly or indirectly control, are controlled by, or are under the same control as, such party or any other entities affiliated with such party or entities.

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|--|----------|
| 1. COVERED SOLUTIONS | 1 |
| 2. COMPENSATION | 1 |
| 3. CONFIDENTIALITY | 2 |
| 4. DATA SECURITY | 3 |
| 5. INTELLECTUAL PROPERTY | 3 |
| 6. DISCLOSURE OF REMI AI MATERIALS; PUBLICITY | 4 |
| 7. SERVING COMPETITORS | 4 |
| 8. LIMITATION OF LIABILITY | 5 |
| 9. TERM AND TERMINATION | 5 |
| 10. MISCELLANEOUS | 5 |



1. COVERED SOLUTIONS

Subject to the conditions and limitations of this agreement and any applicable Proposal, Remi AI grants to Client a limited, revocable, non-exclusive, non-transferable right and license to access and use each Solution identified in such Proposal for the Client's internal business purposes, including in connection with any related Services provided by Remi AI in connection with such Solution. The foregoing license shall apply for each applicable Solution for the term set forth in the applicable Proposal or, if no such term is provided, for the duration of Remi AI's provision of Services in connection with such Solution; provided that such license may be immediately terminated and the Client's use of such Solution suspended in the event of the Client's material breach of this agreement. The scope of the Solutions and any related Services may be further described in Remi AI's proposals and confirming memoranda submitted to the Client or as otherwise agreed by the parties, including one or more commercial agreements referencing the Solutions (each a "Proposal"). In order to be able to provide the Solutions and Services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, Remi AI will rely on the Client's timely cooperation, including the Client making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying Remi AI of any issues or concerns the Client may have relating to the Services.

2. COMPENSATION

The Client shall compensate Remi AI for its professional fees as set forth in the applicable Proposal. The Client agrees that it will not, without Remi AI's prior written permission, disclose the terms of this agreement or any Proposal (including Remi AI's fees, expenses and other commercial terms) to any third parties (including the Client's external procurement and other service providers). Remi AI will invoice the Client for professional fees in connection with the Services monthly or as otherwise set forth in the applicable Proposal. All invoices are due and payable immediately on presentation. Should any invoice remain unpaid for more than 30 days after presentation, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 30th day after presentation until the date of payment.

3. CONFIDENTIALITY

Remi AI will keep confidential any confidential information, including any personal data (as defined below), furnished by the Client to Remi AI in connection with the Services ("Confidential Information"). Remi AI will disclose Confidential Information only to its employees and contractors who have a need to know and are bound to keep it confidential, will use Confidential



Information only for purposes of performing the Services, including preparing Proposals and evaluating potential Services, providing and maintaining the Solutions, including evaluating and improving Solution usage, performance and functionality and providing information to the Client regarding the same, or as otherwise requested or authorised by the Client, and will protect Confidential Information in accordance with the Remi AI Privacy Policy available at <https://www.remi.ai/privacy-policy>.

Subject to its confidentiality obligations, where the agreed upon Services include benchmarking services Remi AI may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitised or aggregate trends and metrics without attribution to the Client. To bring the best of Remi AI's resources to serve the Client, the Client agrees that Remi AI may transfer Confidential Information to geographies other than those in which it was collected or received, including to Remi AI affiliates and sub-processors that comprise or support Remi AI's infrastructure and maintenance functions as set forth in our Information Security Policy, to facilitate any activities authorised by the Client, provided that at all times Confidential Information will be treated as confidential and protected in accordance with the terms of this agreement. Confidential Information shall not include information that is or becomes publicly available, already known to Remi AI, independently acquired or developed by Remi AI or legally required to be disclosed.

Remi AI will reasonably cooperate with the Client, at Remi AI's expense, in responding to any legally required disclosure. In performing the Services, Remi AI will use and rely primarily on information available from public sources and the Confidential Information, and the Client acknowledges that it is authorised to provide Remi AI with such Confidential Information for its use in connection with the agreed Services and that Remi AI will have no obligation to independently verify such information. At the Client's election and notification to Remi AI, Remi AI shall promptly return or destroy any Confidential Information, including any personal data, in its possession or control when the same is no longer necessary for the provision of the Services, provided that Remi AI may retain such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorised or instructed by the Client. Any Confidential Information so retained shall at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, security and non-disclosure.

4. DATA SECURITY

Without limiting the foregoing, if Remi AI processes data as part of the Services and on behalf of the Client which relates to an identified or identifiable person ("personal data"), Remi AI shall (i) only process such personal data, including with respect to Remi AI's use of subcontractors or sub-processors, as set forth in this agreement and the Protocols, as otherwise authorised in



writing by the Client, or as required by applicable law, (ii) implement appropriate technical and organisational measures to protect such personal data as set forth in the Protocols, (iii) promptly notify the Client of any incident in which the confidentiality, integrity or security of the personal data has been compromised, and (iv) collaborate with the Client as required by applicable law or the Client's request to document the personal data, data subjects and processing activities related to the Services, including as part 3 of an applicable Proposal.

In the event that the Client transfers personal data that is subject to the General Data Protection Regulation (2016/679) to Remi AI outside of the European Economic Area, or where otherwise agreed by the parties or required by applicable law, the parties agree that the standard contractual clauses for the transfer of personal data to processors established in third countries as applicable to Remi AI's Services shall be deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorised by applicable law is agreed by the parties.

Remi AI will comply with the Client's reasonable requests to furnish information regarding Remi AI's processing activities as is reasonably necessary to enable the Client to verify that Remi AI is complying with its obligations under this agreement, including by making its Data Steward or person of comparable knowledge and position available to provide information about the Protocols and Remi AI's processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Client audit or inspection rights of Remi AI, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

5. INTELLECTUAL PROPERTY

Unless otherwise agreed or set out in the engagement letter, the Client agrees that all work performed and software developed under these Terms and Conditions remain the intellectual property of Remi. The Client agrees that the software and algorithms used to provide services will remain a trade secret of Remi such that source code will not be shared with the Client.

Intellectual Property includes but is not limited to:

- All present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trademarks), patents, designs, copyright, any corresponding property rights under the laws of any jurisdiction
- All rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula, or work product.
- Any client specific adjustments or improvements made to the service by Remi AI remain the sole intellectual property of Remi AI.

The Client agrees that, without Remi AI's prior written permission, it will not, or permit any third party to



- (a) access, copy or reverse engineer any Remi AI Tool or Deliverable, or
- (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Remi AI Tool or Deliverable.

6. DISCLOSURE OF REMI AI MATERIALS; PUBLICITY

Remi AI's work for the Client is confidential and for the Client's internal use only. The Client agrees that it will not disclose any materials or information that Remi AI furnishes to the Client, including the Deliverables, to any third parties without Remi AI's prior written permission. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission.

7. SERVING COMPETITORS

It is Remi AI's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Remi AI's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and Remi AI's confidentiality obligations to its other clients, Remi AI is not able to advise or consult with the Client about Remi AI's serving the Client's competitors or other parties. Nothing in this section shall operate to limit or reduce Remi AI's obligations with respect to the Client's Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto.

8. LIMITATION OF LIABILITY

The Services shall not be deemed investment, legal, tax, accounting or other regulated advice.

Remi AI does not supplant the Client's management or other decision-making bodies and does not guarantee results. The Solutions and Deliverables are provided AS IS and Remi AI makes no representations or warranties as to the accuracy or effectiveness of any Solution or Deliverable and has no obligation to maintain, update or correct any Solution or Deliverable except as otherwise expressly agreed in an applicable Proposal.

The Client remains solely responsible for its decisions, actions, use of the Deliverables, including its use of Solutions and Solution outputs, and compliance with applicable laws, rules and regulations. The Client agrees to pay for any costs, including attorney fees, Remi AI incurs as a result of its participation as a non-party in any legal, regulatory, administrative or other



proceeding relating to the Services.

In no event shall Remi AI's liability to the Client in connection with a Solution or related Services exceed the fees received by Remi AI from the Client in connection with the engagement pursuant to which such Solution and/or Services are provided. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

9. TERM AND TERMINATION

This agreement takes effect on the date the Services commenced and shall continue until terminated in accordance with its terms. Except as otherwise provided in the applicable Proposal, either party may terminate the Services at any time effective upon written notice to the other and, in the event of such termination, the Client will pay Remi AI's fees and expenses up to the effective date of termination.

10. MISCELLANEOUS

This agreement and the Proposals constitute the entire agreement between the parties, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein or therein. In the

event of any conflict between this agreement and any Proposal, the Proposal will govern. This agreement and the Proposals shall be governed by and construed in accordance with the laws of the State of New South Wales without regard to conflicts of law principles and shall inure to the benefit of, and be binding on, the successors and assigns of the Client and Remi AI. The following Sections shall survive the completion or any termination of the Services: 3 (Confidentiality), 4 (Data Security), 5 (Intellectual Property), 6 (Disclosure of Remi AI Materials; Publicity), 7 (Serving Competitors), 8 (Limitation of Liability), 9 (Term and Termination) and 10 (Miscellaneous) and any other provision which by law or by its nature should survive.

Neither party may assign its rights or obligations under this agreement to any person or entity without the written consent of the other party, not to be unreasonably withheld, provided, however, that either party may assign its rights and obligations under this agreement to its affiliates upon reasonable written notice to the other party but without the written consent of the other party.

Assignment shall not relieve either party of its obligations hereunder.

Remi AI is an independent contractor and not the Client's agent or fiduciary. Notwithstanding any course of dealings of the parties at any time or any statement to the contrary contained therein, no purchase order, invoice or other similar document issued by a party shall be



construed to modify the terms of this agreement. Rights and remedies provided in this agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.

This agreement is strictly a commercial contract and may not be used for purposes of providing services to government or public sector entities without the express prior agreement of the parties.