



LX International Advisory Limited

LX-IDM Service Order Form (IFCPA Members* Only)

This order form and all attached schedules hereto, form together with the terms and conditions, as the "Agreement" concluded between LX International Advisory Limited ("LX") and the Subscriber.

*IFCPA members refer to the registered members of International Financial Crime Prevention Association For Professionals ("IFCPA").

Services and Fees (IFCPA Members Exclusive):

LX-IDM Subscription Plan¹	Number of Name Searches per year²	On-going Monitoring (monthly)	Service Report¹	Yearly Subscription Fee³	Excess Names⁴	
LX-IDM Standard Plan	90	Included	Included	US\$600	1 - 160 excess names	US\$4.5 per excess name
					161 - 410 excess names	US\$1 per excess name
					Remaining	US\$0.5 per excess name

Explanatory Notes

¹ Name searches are performed by LX via database by IdentityMind ("LX-IDM Service"). Service report will be provided for each name search.

² Means maximum total number of unique name searches (including names under on-going monitoring) performed by LX per contract year.

³ Payable in advance for each contract year.

⁴ Excess names mean the number of name searches that exceeded the number of name searches per year (i.e. 90). The additional searches can be purchased upon request. Payable when required.

Service Specific Terms

1. Every new name search adds to the total number of name searches and by default the new name will be transferred to the on-going monitoring name list.
2. Subscriber can maintain or remove the names in the on-going monitoring list within one month from end of contract.
3. The LX service report is limited for internal use only, i.e., it shall be used only by the subscriber for mitigating its Anti-Money Laundering/Counter-Financing of Terrorism, compliance, legal operational and credit risks and that the product cannot be resold or in any other way provided to other third parties.



LX International Advisory Limited

Subscriber Information

Company Name: _____

Company Address: _____

Contact Phone Number: _____

Contact Email: _____

IFCPA membership number*: _____

**Please write "new member" if you submit the order form together with the membership form.*

Disclaimer

I hereby subscribe for LX-IDM Service and hereby declare that the information provided in this application form is accurate and correct, and understand that if there is any error, false or falsified information above, the subscription will be revoked. I also **agree** LX to refer to the above data for processing subscription and reviews, record keeping, conference newsletters, event publicity and other related uses.

I understand that the data may be circulated by or disclosed to the Board of Directors, committees and/or relevant representatives of LX and referred to LX's internal confidentiality. In order to ensure regular reception of the latest information of the LX-IDM Service, whenever my personal data changes, I will notify LX in writing.

I acknowledge that I have read and agreed to the Terms and Conditions set out in page 3 – 8 of the Agreement.

Signature
Name:
Position:

Date



LX International Advisory Limited

LX-IDM Service Agreement **Terms and Conditions**

1. TERMS OF USE

- 1.1. These Terms of Use are a legal document between You (as defined below) and LX INTERNATIONAL ADVISORY LIMITED ("LX") and they set forth terms and conditions by which You may access and use the Application Content (as defined below). If You do not agree to these Terms of Use, You may not subscribe the LX-IDM Service.

2. DEFINITIONS

- 2.1. Unless otherwise indicated, the following capitalized terms used in this Agreement shall have the following meanings:

"Agreement" means this LX-IDM Agreement, and all documents referenced in these Terms of Use.

"Affiliate" means a business entity controlling, controlled by or under common control, directly or indirectly, with a party to the Agreement.

"Application" means the Identitymind ("IDM") software applications accessed by LX, including all or any part thereof. For avoidance of doubt, as used herein, "Application" means both the Application as a whole and the individual components of, and information delivered through, the Application.

"Application Content" means any and all data, text, graphics, reports and information generated from IDM databases to which LX provides You via any means.

"Commitment Period" means the period commencing on the Effective Date of the Agreement and terminating one year after the Effective Date of the Agreement.

"Effective Date" shall be the earlier of

- a. Your actual access to the Application Content; or
- b. the effective date of Your acceptance of the terms of this Agreement. "Force Majeure" shall have that meaning described in Section 9, below.

"Use" shall mean view, copy, display, and print for internal business purposes only.

"You" or "Your" shall mean

- a. the person or entity consenting to be bound by this Agreement, which consent may be manifested by execution of a written agreement between You and LX;
- b. any and all entities on whose behalf you are acting in consenting to the terms of this Agreement.

3. ACCESS GRANT

- 3.1. Restrictions. The Application Content may be used only by You for Your internal business purposes and not for providing services to third parties. You shall not provide the Application Content in form of screenshots, reports or other ways to the entity profiled nor reveal that LX, or where applicable, its third-party providers, was the source of information from the Application. You shall not provide the Application Content to any third parties unless required to do so by law or court order.
- 3.2. Personal Information. You represent and warrant that You are permitted to use the Application

Content and will not use such information for any purposes not permitted under applicable laws. Without limiting the other restrictions set forth in this Agreement, You shall use the Application Content solely for purposes of identity verification, fraud prevention or enforcement of laws designed to prevent money laundering to the extent permitted by laws and regulations applicable to You and by this Agreement. You shall use the Application Content in accordance with the requirements of all applicable laws and regulations of Hong Kong.

- 3.3 The Application Content is limited for internal use only, i.e., it shall be used only by the subscriber for mitigating its Anti-Money Laundering/Counter-Financing of Terrorism, compliance, legal operational and credit risks and that the product cannot be resold or in any other way provided to other third parties.
- 3.4. Security. You shall
- a. restrict access to the Application Content to those employees who have a need to know as part of their official duties;
 - b. ensure that none of Your employees obtain and/or use any information from the Application Content for personal reasons, or
 - ii. transfer any information received through the Application Content to any person except as permitted hereunder;
 - c. take all commercially reasonable measures to prevent unauthorized access to, or use of, the Application Content, whether the same is in electronic form or hard copy, by any person or entity;
 - d. maintain and enforce data destruction procedures to protect the security and confidentiality of all Application Content obtained on as it is being disposed; and
 - e. take all steps to protect Your networks and computer environments, or those used to access the Application, from compromise.

4. LX-IDM SERVICE CONTRACT

- 4.1. In exchange for the license granted in this Agreement, You will start the subscription of LX-IDM Service and pay the yearly subscription fees ("Fees") to LX from the Effective Date of the Agreement for the Commitment Period ("term") unless sooner terminated in accordance with this Agreement. You are not allowed to temporarily unsubscribe LX-IDM Service during the Commitment Period.
- 4.2. Upon the expiry of the term, the contract shall automatically renew without further documentation or agreements being necessary for successive terms of the same duration, unless either party wishes to terminate upon written notice to the other to be given not less than three (3) months prior to the date of the expiration of the term or any successive term.
- 4.3. If the LX-IDM Service is terminated before the expiry of the Commitment Period by You for any reason whatsoever, or by LX as a consequence of any breach by You of any of your obligations or duties, then You shall pay LX the difference in Fees, if any, between the subscribed plan fee that LX would have imposed or charged You for the Commitment Period, had the LX-IDM Service not been terminated prior to the expiry of the Commitment Period and the subscription fee actually paid by You.
- 4.4. Unless otherwise agreed to in writing by LX, all Fees are due in advance of You accessing the Application Content. LX is not obligated to extend any credit to You and reserves the right, in LX's sole discretion, to revoke any credit extended. Any Fees due to LX by You which are not paid within thirty (30) days after You receive an invoice for such Fees, shall accrue interest at two-percent (2%) per month, or such lesser amount as required by law, assessed from the date which is thirty (30) days after the receipt of invoice through the date of payment.
- 4.5. All Fees paid will not be refundable.

5. OWNERSHIP

- 5.1. Title and full ownership rights in and to the Application Content under this Agreement, and all intellectual property rights therein including patent, copyright, trademark and trade secret rights in the Application Content, shall remain with LX or, where applicable, its third party providers.
- 5.2. You shall have the right to retain and use the Application Content for internal business purposes, compliance, and record keeping.

6. CONFIDENTIALITY

- 6.1. You and LX acknowledge that we each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LX's information, product information, pricing information, product development plans, forecasts, data contained in the Application licensed under this Agreement, and other business information ("Confidential Information").
- 6.2. Confidential Information shall not include information that
 - a. is or becomes (through no improper action or inaction by the receiving party ("Receiving Party") generally known to the public;
 - b. was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party;
 - c. was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or
 - d. was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information.

"Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information.

Each receiving party agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense.

Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

7. NO ADVICE

- 7.1. The Application Content provides certain information about particular persons, which information is derived from numerous public sources located throughout the world. You understand and acknowledge that LX does not editorialize the Application Content, nor warrant

or guarantee that the sources for the Application Content are accurate or error-free, or that inaccuracies or errors in the Application Content will be discovered or remedied.

- 7.2. The Application Content is not intended to constitute, and does not constitute, compliance or due diligence advice, and does not provide particular compliance or due diligence advice with regard to any person or entity listed in the Application Content.
- 7.3. All assumptions, inferences or conclusions that You derive or deduce from the Application Content are Your work product and are not endorsed or supported by LX. No customer of Yours or other third party should be denied service or access based solely on data or results provided by LX or the Application Content. You acknowledge and agree that You are responsible for any denial of service or access to a customer or other third party, and that You shall not deny such service or access based upon data or results provided by LX or the Application Content without first conducting an appropriate review and adjudication process.
- 7.4. The accuracy, completeness, adequacy or currency of the Application Content is not warranted or guaranteed. All Application Content is provided "as is" and, except as otherwise provided by this Agreement. Your use of the Application Content is at your own risk. You agree that the categories under which the Application Content are intended to provide points of reference only, and are not intended to imply or acknowledge that particular persons are, in fact, properly labeled as such.

8. WARRANTIES & LIMITATIONS

- 8.1. To the maximum extent permitted by applicable law and except as otherwise expressly stated in this agreement, the Application Content is provided to you "as is", and LX hereby disclaims all warranties, express or implied, including and without limiting the generality of the foregoing, any implied warranty of merchantability and fitness for a particular purpose.
- 8.2. To the maximum extent permitted by applicable law and except as otherwise expressly stated in this agreement, LX disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from or arising from the use of the Application Content including:
 - a. Any errors in or omissions from the website or the content, including but not limited to technical inaccuracies, typographical errors, and incomplete data
 - b. Any third-party websites or information or data accessed through links in the application,
 - c. Your use of the Application Content, and/or
 - d. Your use of any equipment or software in connection with the Application
- 8.3. In no event shall LX be liable for:
 - a. Incidental, indirect, special, punitive, exemplary or consequential damages; or
 - b. Loss of or damage to data from any cause beyond LX's willful acts, including without limitation loss of use, revenues, profits or savings.
- 8.4. If, notwithstanding the foregoing, liability can be imposed on LX, then you agree that the aggregate liability of LX for any and all losses or injuries arising out of any act or omission of LX in connection with anything to be done or furnished under this agreement, regardless of the cause of the loss or injury (including negligence) and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the fees actually paid by you to LX under this agreement during the twelve (12) months immediately prior to the event giving rise to the claim.
- 8.5. Special Disclaimer for Application Content. As additionally described elsewhere in this Agreement, You understand and agree that the Application Content is derived from public sources which, themselves, may contain inaccurate or erroneous information. Further, you understand and agree that LX does not warrant or guarantee that it has included all relevant portions of any public source or information that comprises the Application Content, and that

portions of the Application Content may be taken out of the context in which they were originally reported. You agree that LX shall not be responsible for, and assumes no liability for, any infringement, mistakes, assumptions, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the Application Content, and You shall hold LX harmless for the publication or re-publication of such Application Content.

9. OTHER TERMS

- 9.1. Indemnification. You agree to indemnify, defend and hold harmless LX and LX's officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Application, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your misuse of the Application Content or any claim or action by a third party arising from or related to Your Use of the Application Content (other than claims for which LX agrees to indemnify You described in the Section below).
- 9.2. LX hereby agrees to protect, indemnify, defend, and hold You harmless from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the Application Content therein, when used in accordance with this Agreement, infringe a patent or copyright, subject to the following:
- a. You must promptly give written notice of any claim to LX; and
 - b. You must provide any assistance which LX may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LX). Notwithstanding the foregoing, LX will not have any duty to indemnify, defend or hold You harmless with respect to any claim of infringement resulting from
 - i. Your misuse of the Application Content;
 - ii. Your failure to use any corrections made available by LX;
 - iii. Your use of the Application Content in combination with any product or information not provided or authorized in writing by LX; or
 - iv. any information, direction, specification or materials provided by You or any third party.
- 9.3. The indemnifying party in this Section shall control the defense of any indemnified claim, provided that any settlement intended to bind the indemnified party may not be entered into without the indemnified party's prior written consent which shall not be unreasonably withheld by the indemnified party, and the indemnified party shall be permitted to participate in the defense of the claim with counsel of its own choosing at the indemnified party's own expense.
- 9.4. Unlawful Activity. You understand and agree that in order to ensure compliance with applicable law and LX policies, LX may conduct periodic audits of Your activity and may contact You to provide documentation regarding usage and executed searches. You agree to cooperate fully with any and all audits and/or investigations. LX reserves the right to investigate complaints or reported violations of this Agreement and to take any action LX reasonably deems appropriate in response to such violations, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to address such violations to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. LX reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including but not limited to the right to block access to the Application Content.
- 9.5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without giving any effect to any choice of law or conflict of law provision or rule (whether of the Hong Kong or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Hong Kong.



LX International Advisory Limited

- 9.6. Sanctions Laws. You acknowledge that LX or, where applicable, its third-party providers, are subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, You shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. You shall not provide access to the Application to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. You shall not take any action which would place LX or, where applicable, its third-party providers, in a position of non-compliance with any such economic sanctions laws.
- 9.7. No Waiver. Failure or delay by either party in exercising any right or remedy will not constitute a waiver under this Agreement.
- 9.8. Entire Agreement & Severability. This Agreement constitutes the entire agreement between You and LX with respect to the subject matter of this Agreement, and supersedes all previous agreements or negotiations concerning the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing signed by both parties. Notwithstanding the foregoing, however, LX reserves the right to amend this Agreement from time to time by notifying the new Terms of Use to You by all means.
- 9.9. Force Majeure. Neither party shall be deemed to be in default of or to have breached any provision of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented as a result of any act of God, act of civil or military authorities, civil disturbance, war (declared or undeclared), strike or other labor dispute, fire, natural disaster, transportation contingency, other catastrophe, or any other occurrence that is beyond the party's reasonable control ("Force Majeure"). The party prevented from performance by a Force Majeure event shall give the other party written notice of the Force Majeure event promptly upon discovery thereof, and shall use best efforts to recommence performance of the affected obligations or provide an acceptable alternative.
- 9.10. Publicity. You shall not name LX or refer to the use of LX products or services in any publication, news release, advertisement, or promotional or marketing materials.
- 9.11. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective:
- a. when delivered personally to the addressee,
 - b. upon receipt after being sent by commercial overnight carrier service with tracking capabilities, or
 - c. Notices to You may be sent to the most recent address that You provided to LX. Further, You agree that notice to You may be sent electronically to any email address You have provided to LX. Either party may designate a different address by notice given in accordance herewith.
- 9.12. Unless expressly provided to the contrary in this Agreement, a person who is not a party (or a permitted assignee) has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. Further, a person who is not a party may not assign or otherwise transfer any of its rights under this Agreement to any other person without the prior written consent of the parties to this Agreement. Notwithstanding any term of this Agreement, the consent of any third person who is not a Party is not required to rescind or vary this Agreement at any time unless otherwise required by applicable law.