

**1. INTRODUCTION**

- 1.1. These product terms apply whenever we agree to provide a Mourant Person to act as voluntary liquidator (the **Liquidator**) of a company or limited partnership registered in the British Virgin Islands or the Cayman Islands (**Liquidator Services**).
- 1.2. Definitions used and rules of interpretation set out in our General Terms available at [www.mourant.com](http://www.mourant.com) are treated as incorporated into these product terms. In addition:
 

**CRS** means the standard for automatic exchange of financial information developed by the OECD, as implemented under the Governing Law; and

**FATCA** means the United States Foreign Account Tax Compliance Act, as implemented under the Governing Law.
- 1.3. The Engagement Terms regarding Liquidator Services are made up of:
  - 1.3.1. an engagement letter between you and us (the **EL**);
  - 1.3.2. an indemnity in favour of the Liquidator;
  - 1.3.3. these product terms;
  - 1.3.4. any applicable jurisdiction terms;
  - 1.3.5. our General Terms and any document referred to in it that is not already mentioned in this Clause 1.3; and
  - 1.3.6. any other document that expressly forms part of the Engagement Terms.
- 1.4. If there is any conflict or ambiguity between those various parts of the Engagement Terms, a term contained in a document higher in the list above has priority over a term contained in a document lower in that list.
- 1.5. We may change these product terms at any time. We will notify you of changes in line with Clause 34 (*Notices*) of our General Terms.

**2. LIQUIDATOR SERVICES**

- 2.1. The Liquidator is not required to devote full time and attention to your liquidation. The Liquidator may engage in any other business and/or be concerned or interested in or act as liquidator of any other company or entity. You acknowledge that the Liquidator may in fact be engaged with a large number of other companies or entities that receive services from the MourantGS Group.
- 2.2. Depending on the effective date of your liquidation, you acknowledge you may have regulatory obligations that continue after your liquidation (for example, FATCA and/or CRS filings). You indemnify us and the Liquidator for any failure of your directors to procure that other arrangements are made for the completion of those filings or other regulatory obligations.
- 2.3. If you are administered by a third party:
  - 2.3.1. you must provide the Liquidator with all relevant information about you including access to your statutory books and records. This right of access survives any termination of the Engagement Terms; and
  - 2.3.2. both we and the Liquidator may retain copies of any part of those statutory books and records to enable the Liquidator to meet applicable fiduciary, legal or other duties. Clause 21 (*Data retention*) of our General Terms applies to any such copies retained.

**3. RESIGNATION OF LIQUIDATOR**

- If the Liquidator resigns from or ceases to be employed by the Mourant Group:
- 3.1. we will take all necessary steps to nominate a suitably qualified replacement liquidator. This may include filing a notice of resignation and/or arranging the approval of a report and accounts by your shareholders; and
  - 3.2. you will take all necessary steps to accept the Liquidator's resignation and appoint the suitably qualified replacement liquidator nominated by us. This may require a written resolution of your shareholders or the holding of a general meeting.

**4. YOUR UNDERTAKINGS**

- You undertake for the duration of the Liquidation Services that:
- 4.1. all information you give us (including any declaration of solvency, liquidation plan, financial statements, management accounts, bank account statements or bookkeeping records) will be correct, complete and not misleading. You will notify us promptly of any changes or additions to that information;
  - 4.2. neither you nor your directors are party to any outstanding legal proceedings or regulatory action;
  - 4.3. you will not incur any liability (whether actual, contingent, quantified, unquantified, disputed or otherwise) before the completion of your liquidation; and
  - 4.4. you will procure the contribution of any funds required to ensure you are solvent and able to pay any liabilities in full at all times.

Date: 2 November 2020