

1. INTRODUCTION

- 1.1. Subject to Clause 1.6, these product terms apply whenever we agree to act as your agent for the service of process (**SOP**).
- 1.2. Definitions used and rules of interpretation set out in our General Terms available at www.mourant.com are treated as incorporated into these product terms.
- 1.3. The Engagement Terms regarding SOP are made up of:
 - 1.3.1. an engagement letter between you and us (the **EL**);
 - 1.3.2. these product terms;
 - 1.3.3. any applicable jurisdiction terms;
 - 1.3.4. our General Terms and any document referred to in it that is not already mentioned in this Clause 1.3; and
 - 1.3.5. 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.
- 1.6. For the avoidance of doubt, these product terms do not apply when we act as your:
 - 1.6.1. attorney for SOP in Jersey in connection with your authorisation to act as an insurer under the Motor Traffic (Third Party Insurance) (Jersey) law 1948;
 - 1.6.2. agent for SOP in the Bailiwick of Guernsey in connection with your authorisation to act as an insurer under The Road Traffic (Compulsory Third-Party Insurance) (Guernsey) Law, 1936 and/or The Road Traffic (Compulsory Third-Party Insurance) (Alderney) Law, 1950; or
 - 1.6.3. agent for SOP in the Cayman Islands where you are a foreign company requiring an agent for SOP under section 184(1)(e) of the Companies Act of the Cayman Islands.
- 1.7. If Clause 1.6 applies, the SOP terms will be set out in the EL.

2. SERVICE OF PROCESS

- 2.1. We will only accept SOP by delivery of a paper copy of the relevant SOP documents to our address set out in the EL (or such other address as we may notify to you from time to time). Unless otherwise agreed, we will not be responsible for any purported delivery or effecting of service of process by any other means, including by email.
- 2.2. Upon receipt of valid SOP, we will:
 - 2.2.1. accept such SOP on your behalf;
 - 2.2.2. notify you by email to the address provided in the EL (or such other address notified to us from time to time) as soon as reasonably practicable and in any event within three Business Days to confirm that we accepted SOP on your behalf (a **Notification**); and
 - 2.2.3. send the wet ink original of the relevant SOP documents by registered post, courier or airmail to your postal address provided in the EL (or such other address notified to us from time to time) as soon as reasonably practicable and in any event within three Business Days after the Notification.

- 2.3. We are not obliged to review the nature and substance of any SOP documents received by us on your behalf. Each Notification will contain the:
 - 2.3.1. name of the party initiating proceedings against you;
 - 2.3.2. date on which we accepted SOP on your behalf; and
 - 2.3.3. date (if any) by which you must take action to avoid default judgment being entered against you insofar as we can establish that date from the SOP documents and without any responsibility on our part to determine the accuracy of that date.
- 2.4. If communications between you and us become disrupted and we are unable to communicate with you as set out above, we will (if possible) notify you of this. We will then despatch that communication as soon as it is reasonably practicable to do so. We are not responsible for any consequences caused by that disruption.
- 2.5. Our appointment is limited to accepting SOP in the courts of the Governing Law. If recourse to arbitration is possible under any agreement listed in the EL (each a **Document**) and you want to additionally appoint us to receive documentation for arbitral proceedings, a separate engagement is required. Please let us know if this applies to you.
- 2.6. We have no authority or duty to perform any actions other than those set out in the Engagement Terms unless we provide services other than SOP to you.
- 2.7. You represent and warrant (as at the date of your acceptance of the EL) that you are a party to each Document and that you are required to appoint a process agent under each Document.
- 2.8. You must promptly notify us of any change in or amendment to any Document that:
 - 2.8.1. changes the duration of that Document;
 - 2.8.2. changes the parties to that Document (to the extent that such parties purport to appoint or remove us as their agent for SOP);
 - 2.8.3. imposes any terms and conditions relating to our appointment as process agent; or
 - 2.8.4. is a material change which, in your reasonable opinion, is likely to affect our SOP services.
- 2.9. Notwithstanding the terms of any Document, we only agree to act as agent for SOP to persons named in the EL as being recipients of our SOP services.

3. CONFIDENTIALITY

We will, if requested by you or any party to any Document, give a confirmation (in form and substance acceptable to us) that you have appointed us as your agent for SOP. The Engagement Terms are confidential as between us. You must not disclose any part of the Engagement Terms to any other person without our prior consent in writing except that we hereby agree you may disclose the EL to:

- (a) your Representatives;
- (b) your legal advisers; and
- (c) any finance parties and their legal advisers if our appointment as your agent for SOP is required because of a financing, re-financing or similar transaction involving you.

4. CHANGE OF DETAILS

- 4.1. We will give you at least 10 Business Days' notice before any change of our address. You agree that we may notify you of a

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change of our address by email or by publication of a notice on our website rather than by post or courier.

- 4.2. If we notify you of a change to our address, you must notify any counterparty under any Document of our new address. We also reserve the right to inform any counterparty.
- 4.3. You must notify us of any changes to the 'Client Details' section of the EL (the **Client Contact Details**). Any changes to the Client Contact Details will become effective 10 Business Days after we have confirmed receipt of those changes.
- 4.4. If we are unable to contact you using the Client Contact Details or if we receive no acknowledgement or response from you after our attempt to contact you using the Client Contact Details, we will use reasonable endeavours to contact you using any other contact details which we may be aware of or which we locate from publicly available information. But we expressly exclude any liability or responsibility for failure to contact you by any means other than those set out in the Client Contact Details.

5. OUR LIABILITY

- 5.1. We have no liability to you for any failure or delay to transmit any SOP document to you if you have failed to:
 - 5.1.1. notify us of any change to the Client Contact Details;
 - 5.1.2. notify any counterparty under any Document of a change to our address;
 - 5.1.3. pay any fee due to us under the Engagement Terms within one calendar month of the invoice date; or
 - 5.1.4. ensure the Engagement Terms are in force for the full period of time that you require an agent to accept SOP on your behalf.
- 5.2. We are not responsible for ensuring your actual receipt of any SOP document.
- 5.3. Even if any Document describes our appointment as your agent for SOP as being 'irrevocable', we are not under a duty to take any action described in the Engagement Terms after the Engagement Terms have ended. You are responsible for establishing and maintaining the appointment of an agent for SOP for the full time period that you require it (whether under the terms of any Document or otherwise).

6. ENDING THE ENGAGEMENT TERMS

- 6.1. Our appointment as your agent for SOP may be ended by:
 - 6.1.1. either you or us giving one calendar month notice in writing to the other;
 - 6.1.2. us, immediately without notice, if you fail to pay any fee due to us under the Engagement Terms within one calendar month of the invoice date; or
 - 6.1.3. us, immediately by giving you notice, if any of the circumstances in Clause 31.2.2 of our General Terms apply.
- 6.2. Unless the Engagement Terms are renewed or end early in line with Clause 6.1, our appointment as your agent for SOP ends on the expiry date set out in the EL.
- 6.3. If the Engagement Terms end, you must notify any of your counterparties under any Document about this. We also reserve the right to notify those counterparties.

7. LITIGATION

Our appointment as your agent for SOP does not stop any other Mourant Group member acting for any party in any litigation or other matter involving you, whether against you or otherwise. It also does not stop Mourant Ozannes, on behalf of its clients, from making SOP on you by service upon us.

8. CHANGE OF PROCESS AGENT

- 8.1. We will give you at least 10 Business Days' notice before any proposed change of process agent from us to another Mourant Person located in the same jurisdiction as us.
- 8.2. If we notify you of a proposed change of process agent to another Mourant Person located in the same jurisdiction as us, you must notify any counterparty under any Document of the name and address of the new process agent. We also reserve the right to inform any counterparty.

Date: 16 November 2022