Mourant Governance Services

General Terms

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1. INTRODUCTION

1.1. This document forms part of the legal relationship between you and us. We encourage you to read it carefully. When writing it we sought to:

1.1.1. improve clarity – by using plain English principles;

1.1.2. respond to client feedback – by having this one set of global terms, not several local sets; and

1.1.3. ensure compliance – by making updates to reflect applicable laws and rules.

1.2. Please do let us know if you do not understand any part of this document. Every part has a purpose. It is important to us that you understand the terms of this document.

2. DEFINITIONS

Some words have a particular meaning in this document:

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in the jurisdiction of the Governing Law.

Computer System means any computer, hardware, software, communications system, electronic device (including smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of those devices and including any associated input, output, data storage device, networking equipment or back up facility, in each case which is owned, used or controlled by the Mourant Group or any agent, contractor or third-party service provider of the Mourant Group.

Confidential Information has the meaning given to it in Clause 19.1.

Connected Person means any subsidiary, affiliate, beneficial owner or controller.

Data Processing Terms means our data processing terms available at www.mourant.com/footer/terms-of-business.aspx which we may update from time to time.

Engagement Terms means these General Terms, any relevant document referred to in it and any applicable engagement letter, administration agreement, services agreement, outsourcing agreement, incorporation or formation questionnaire, product terms, jurisdiction terms contained in the Schedule to this document or other terms agreed between you and us under which we are appointed to provide any Service.

Governing Law has the meaning set out in each of the jurisdiction terms contained in the Schedule to this document.

Mourant Group means Mourant Group Limited, Mourant Law LP, each of the separate law firm partnerships, limited liability partnerships or other bodies (corporate or otherwise) trading under the name 'Mourant Ozannes' and each of their respective subsidiaries from time to time.

Mourant Group Privacy Notice means the privacy notice available at www.mourant.com/footer/terms-of-business.aspx which we may update from time to time.

MourantGS Group means MourantGS HoldCo Limited and all its subsidiaries.

Mourant Person means each member of the Mourant Group, any Representative of the Mourant Group and, in each case, includes any successor or assign.

Proper Instruction has the meaning given to it in Clause 9.1.

Representative means any partner, director, officer, consultant or employee.

Sanctioned Jurisdiction means any country or territory that is itself the subject or target of territorial sanctions.

Sanctioned Person means any person that is the subject or target of sanctions including any person:

(a) listed in any sanctions related list (for example, OFAC's list of "Specially Designated Nationals" or the UK and EU's consolidated lists) maintained by any competent authority;

(b) located, organised or resident in or a national of a Sanctioned Jurisdiction; or

(c) that is 50% or more owned, directly or indirectly, or otherwise controlled by or acting on behalf of any person described in paragraph (a) or (b) above.

Service means any service which we have agreed in writing to provide to you.

Unexpected Event has the meaning given to it in Clause 29.1.

We, **us** or **our** means each member of the MourantGS Group which provides or arranges the provision of the Services.

You or **your** means any person we have agreed to provide the Services to and who is named as our client in any part of the Engagement Terms.

3. INTERPRETATION

In these General Terms:

3.1. words in the singular include the plural and vice versa;

3.2. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

3.3. headings are used for convenience only and do not affect the interpretation of these General Terms;

3.4. any words used after the terms **include**, **including**, **in particular, for example** or any similar term are illustrative. Those terms do not have a restrictive meaning;

3.5. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

3.6. any reference to an agreement or document includes any amendment, supplement or replacement of it;

3.7. any reference to a statute or statutory provision will be construed as a reference to it as it may from time to time be amended, modified or re-enacted;

3.8. any obligation not to do something includes an obligation not to allow that thing to be done;

3.9. any reference to **applicable laws and rules** includes any law, order, regulation or other rule, sanctions, standard or code of practice or other best practice requirement or guidance applicable in any relevant jurisdiction;

3.10. any reference to a **competent authority** includes a court of competent jurisdiction or any (or any quasi) governmental, law enforcement, taxation, regulatory, supervisory, administrative, judicial or sanctions authority;

3.11. any reference to **party** means a party to the Engagement Terms and includes any successor or permitted transferee or assignee;

3.12. any reference to **sanctions** includes any national or international trade sanction, economic sanction, financial sanction, embargo or restrictive measure administered or enforced by any competent authority; and

3.13. any reference to **writing** or **written** includes by email.

General Terms

4. APPLICATION OF THESE GENERAL TERMS

4.1. These General Terms apply to everything we do for you whether or not any part of the Engagement Terms refers to these General Terms. The only exceptions to this general rule are set out in Clauses 4.2 and 4.4.

4.2. These General Terms do not apply to our provision of trustee services. Please refer to our trustee services product terms for the documents that apply when we provide trustee services.

4.3. Any applicable product terms available at www.mourant.com/footer/terms-of-business.aspx and jurisdiction terms contained in the Schedule to this document form an integral part of the Engagement Terms and should be read alongside these General Terms.

4.4. If there is any inconsistency between these General Terms and any other part of the Engagement Terms, that other part of the Engagement Terms prevails.

4.5. Save for the Luxembourg section of the jurisdiction terms contained at paragraph 6B in the Schedule to this document (the **Luxembourg Special Terms**), these General Terms do not apply to the provision of services by Mourant Fund Services (Luxembourg) SARL, which contracts by way of a services agreement (the **Luxembourg SA**).

4.6. The Luxembourg Special Terms replicate certain provisions in the Luxembourg SA for information purposes only. The Luxembourg Special Terms are not intended to amend, replace, or supersede any provision of the Luxembourg SA. If there is any inconsistency between the Luxembourg Special Terms and any part of the Luxembourg SA, the Luxembourg SA prevails.

5. THE SERVICES

5.1. We offer a wide range of services. Details of the Services will be set out in other parts of the Engagement Terms. We do not and will not provide you with any Service that is not expressly set out in the Engagement Terms.

5.2. We will decide which entity within the MourantGS Group will provide the Services. We may sub-contract any part of a Service in this way so long as we act in line with applicable laws and rules and this will not in any way reduce our responsibility or liability to you to ensure that the Services are provided in line with the Engagement Terms.

5.3. If we arrange for any part of a Service to be provided by a subsidiary of ours, we contract with you on our own behalf and as agent for that subsidiary.

5.4. In performing the Services, we will act in line with:

5.4.1. the Engagement Terms including any Proper Instruction;

5.4.2. (where relevant) your constitutional documents; and

5.4.3. applicable laws and rules.

5.5. A Mourant Person may owe fiduciary duties under applicable laws and rules when performing certain Services. For the avoidance of doubt, those fiduciary duties are owed only to the person to whom they are owed under applicable laws and rules. For example, if a Mourant Person acts as director of a company, that Mourant Person owes fiduciary duties to that company but not to its members or other Connected Persons or Representatives.

5.6. We are committed to guarding against criminal activity in all forms. You will act with transparency and integrity in all of your business dealings with us.

5.7. Certain MourantGS Group members are regulated by applicable authorities. Further details are available in our **Legal and Regulatory Notice and Disclaimer** available at https://www.mourant.com/footer/legal-and-regulatory-notices.aspx. You should be aware that we must deal with our regulators in an open and co-operative manner and we are committed to doing so.

6. EVIDENCE OF YOUR ACCEPTANCE

Your acceptance of the Engagement Terms and any changes to it may be evidenced by your:

6.1. express acceptance in writing. This includes by a signature on any part of the Engagement Terms by you or someone acting on your behalf; or

6.2. conduct which shows deemed acceptance. This includes by your conduct in continuing to instruct us or pay us or use our Services.

7. WE DO NOT PROVIDE ADVICE

7.1. We do not provide tax advice and do not give tax, financial, investment, commercial, accounting, legal or economic substance advice on any matter or generally. Our relationship with you creates more limited duties than those existing in advisory relationships.

7.2. Our Representatives may have discussions with or about you for information or other purposes while performing the Services. You cannot rely on those discussions as tax, financial, investment, commercial, accounting, legal or economic substance advice and, for the avoidance of doubt, the provision by us of tax compliance services does not constitute tax advice.

7.3. We are required by applicable laws and rules to understand the tax and commercial rationale for the Services being required but we do not have a duty of care to check if any tax or other professional advice taken by or about you remains complete and up to date. We accept no responsibility or liability for the consequences of that advice or the lack of it.

8. OUR AUTHORITY TO TAKE STEPS AND SEEK ADVICE

8.1. You authorise us to take any step on your behalf that we decide is necessary or appropriate in relation to the Services to meet the requirements of applicable laws and rules when we perform the Services. This general authority extends to actions that help to keep you in good standing.

8.2. We may instruct or appoint a third party including another Mourant Person to provide professional or other advice if we decide this is necessary or appropriate for us to continue to perform the Services. You must pay the costs of that third party.

8.3. Our ability to take steps and seek advice is a general authority given by you to us. Unless applicable laws and rules require otherwise, we are not under any duty to take any step or to seek advice, but we may consult with you prior to seeking such advice where we consider that appropriate.

9. YOUR INSTRUCTIONS

9.1. We may rely and act on information or any request, communication or instruction (whether written or not) given or purportedly given by:

9.1.1. you, if you are an individual;

9.1.2. any of your:

(a) directors (including alternate directors), if you are a company;

(b) general partners, if you are a limited partnership;

(c) council members, if you are a foundation; or

(d) equivalent officers;

9.1.3. any person you have authorised in writing to act on your behalf; and

9.1.4. any other person we believe (acting reasonably) is acting on your behalf,

(each a **Proper Instruction**).

9.2. We will use reasonable endeavours to act on a Proper Instruction in a timely manner. Unless otherwise agreed, however, we cannot guarantee that we will act on a Proper Instruction immediately or on the same or next Business Day.

9.3. We may communicate with you in writing and by phone, publication on our website, web-based software or online portals. It is likely many of our communications will be by email. You acknowledge that the use of email carries risks including payment fraud and cyber security risks. Confidentiality may be lost as a result.

9.4. We are not liable for any liability, loss, cost or expense incurred by you or any other person as a result of:

9.4.1. any failure by us to meet the requirements of a Proper Instruction which is:

(a) not given to us in writing; or

(b) incomplete, ambiguous or contained errors;

9.4.2. the time taken by us to act on a Proper Instruction, unless the delay is caused by our negligence;

9.4.3. any action reasonably taken or not taken by us or any Mourant Person in good faith over any Proper Instruction;

9.4.4. our non-receipt or delayed receipt of a Proper Instruction;

9.4.5. any lack of authority of any person we believed was acting on your behalf in giving a Proper Instruction, so long as we acted reasonably in deciding if we could accept that Proper Instruction;

9.4.6. any person giving us a Proper Instruction or otherwise communicating with us in a language other than English; or

9.4.7. us acting in line with any Proper Instruction given to us by email in circumstances where the email account of the sender was accessed by a third party, "hacked", forged, copied or cloned so that the Proper Instruction is given by a person acting fraudulently who reasonably appeared to us to be you or a person authorised by you to communicate with us or your supplier.

9.5. You may send us a Proper Instruction or other document that is signed electronically. We will assume that your use of an electronic signature:

9.5.1. meets the requirements of any applicable laws and rules; and

9.5.2. does not impact the validity or enforceability of the underlying document.

9.6. If you are an entity incorporated in the BVI and you require registered office and resident agent services, you authorise and instruct us to act as your authorised representative and to give instructions to a third party service provider for and on your behalf. Any such instructions may be relied upon by that third party in relation to the Services.

10. SPECIFIC AUTHORITY

10.1. If:

10.1.1. you receive a demand to pay any sum including any tax, duty, fee or other imposition and payment has not yet been made;

10.1.2. we refuse, suspend, delay or defer the provision of any Service or the acceptance or implementation of any Proper Instruction; or

10.1.3. we receive a Proper Instruction which in our reasonable opinion:

(a) is not sufficiently clear or precise;

(b) may be against applicable laws or rules; or

(c) may be inconsistent with any fiduciary or other duty owed by us or any other Mourant Person to you,

then we may take any action on your behalf as we decide (acting reasonably). That includes proceeding in one or more of the ways described in Clause 10.2.

10.2. In the events described above, we (acting reasonably) may:

10.2.1. take no further action. This applies to any event described above;

10.2.2. appropriate any of your assets under our control in or towards the satisfaction of any demand. This only applies to the event described in Clause 10.1.1;

10.2.3. arrange for your dissolution, liquidation, winding up or striking off. This only applies to the event described in Clause 10.1.1; and/or

10.2.4. (if the Services involve a Mourant Person acting as nominee, for example a nominee shareholder) transfer all or any shares or other interests held to any:

(a) of your Connected Persons; or

(b) other person we decide (acting reasonably) is appropriate.

10.3. We are not liable for any liability, loss, cost or expense incurred by you or any other person due to us taking any action under this Clause 10 (*Specific authority*).

11. OUR FEES

11.1. We have the right to charge you:

11.1.1. our fees for providing the Services. These fees will be charged as set out in the Engagement Terms or as otherwise agreed with you; and

11.1.2. any liabilities, losses, costs or expenses reasonably incurred by us in providing the Services including any applicable third party costs.

11.2. Tax may be applied on our fees and any liabilities, losses, costs or expenses incurred by us in providing the Services. You must make all payments due to us after presentation of our invoice in the currency specified and without delay or the deduction of tax.

11.3. We may issue invoices as and when we decide it is appropriate to do so. Unless otherwise agreed with you, we will generally issue our invoices:

11.3.1. annually in advance; and

11.3.2. after incurring any additional fees or liabilities, losses, costs or expenses (if applicable).

11.4. We may be requested or required to do urgent work for you due to a change in applicable laws and rules. You authorise us in advance to charge the standard fee or hourly rate of the Mourant Person(s) doing that work.

11.5. We will not refund any of our fees or liabilities, losses, costs or expenses paid to us in advance.

11.6. If you fail to pay any sum due to us within 30 days of the invoice date, we:

11.6.1. may charge you interest on the outstanding sum at a rate of 1% per month (not compounded) and should you fail to pay any sum within 180 days of the invoice date we will do so automatically;

11.6.2. may keep in our possession and control any of your documents, records or assets held by us until that invoice is paid. If we retain statutory books and records under this clause, we will not be under a duty to keep them up to date unless required to do so by applicable laws and rules; and/or

11.6.3. may refuse, suspend, defer or delay the provision of any Service.

11.7. If you fail to pay any sum due to us within 90 days of the invoice date, we also reserve the right to instruct a debt collection business to seek recovery of the outstanding amount. There may be an additional liability, loss, cost or expense associated with that recovery which will be payable by you.

11.8. Unless otherwise agreed, all sterling payments over £200 made by us on your behalf will be paid by CHAPS. This incurs a standard CHAPS fee. The payment of that fee is your responsibility.

12. CHANGES TO OUR FEES

12.1. We have the right to increase our fees annually to reflect:

12.1.1. inflation. Any increase will be calculated in line with any applicable engagement letter or, if the applicable engagement letter is silent, the most commonly used inflation index in our jurisdiction;

12.1.2. changes in applicable laws and rules that lead to material additional costs in providing the Services; and

12.1.3. any other factor we consider to be fair and reasonable.

12.2. We will give you notice of any annual change to our fees except that we may increase our fees annually to reflect inflation without notifying you in advance.

12.3. Our fees may be calculated in part based on a:

12.3.1. standard scale of fees which lists standard fees for certain Services and other administrative tasks in some of our jurisdictions (a **Fee Schedule**). We may change any Fee Schedule from time to time; and/or

12.3.2. time spent basis. This means that the fee is calculated using the hourly rates of the Representative involved. Our hourly rates:

(a) vary depending on the experience and seniority of our personnel;

(b) are reviewed at least annually; and

(c) may change from time to time.

12.4. We reserve the right to increase our standard hourly rates or make an additional charge on any matter where we are asked or required to do work which:

12.4.1. has unusual complexity, urgency, value or importance;

12.4.2. involves exceptional time spent, attendance or responsibility;

12.4.3. is required due to your inaction or failure to act promptly;

12.4.4. is outside the scope of the Engagement Terms; and/or

12.4.5. conflicts with an assumption made by us in the Engagement Terms or in any fee proposal issued in relation to the Services.

12.5. Details of our current Fee Schedule (if any) and hourly rates are available on request.

13. MONEY YOU PAY TO US

13.1. We have the right to request advance payment of our fees and any liabilities, losses, costs or expenses to be incurred in providing any Service before we perform or continue to perform that Service.

13.2. We may set off or deduct any undisputed outstanding amount due from you to us:

13.2.1. from any of your funds or assets under our control without your prior approval; and

13.2.2. against any undisputed outstanding amount due from us to you.

13.3. We are not a bank. We do not provide a banking or money transfer service or general facility to hold money for any person. Despite this, we may:

13.3.1. arrange on your behalf for a bank we choose (unless another choice of bank is agreed) to provide a bank account or other banking service to you; and/or

13.3.2. in limited circumstances (such as initial settled funds and transaction proceeds held on a temporary basis only), hold money on your behalf in a general client account. You acknowledge money held in this manner may be pooled with money belonging to other clients so long as your money is separately identified as belonging to you.

13.4. If Clauses 13.3.1 or 13.3.2 apply, we are not under a duty to place your money in an interest bearing account.

13.5. You acknowledge that a bank may deduct charges from the balance of your money and may also have the right to:

13.5.1. apply negative interest rates on money in your bank account; and/or

13.5.2. charge you a fee for maintaining that bank account in that period.

13.6. If we suspect money received from you or on your behalf is derived from or connected with any illegal activity, we may be required by applicable laws and rules to:

13.6.1. report our suspicions to our money laundering reporting officer (who may in turn need to make a report to a competent authority);

13.6.2. refuse to act on any Proper Instruction;

13.6.3. suspend the Services; and/or

13.6.4. end the Engagement Terms,

and in each case we will not be allowed under applicable laws and rules to notify you that we have done so or to give you our reasons for having done so (as applicable).

13.7. If we lose contact with you for any reason and we do not receive a Proper Instruction relating to the disposition of any money held or received from you that we account for in our records as being owed to you and that we hold for a period of five years or more, we may pay the funds held to a charity of our choice subject to any contrary applicable laws or rules.

14. YOUR REPRESENTATIONS AND WARRANTIES

14.1. Clause 14.2 below contains confirmations from you to us. These confirmations are known in law as representations and warranties. We are entitled to rely on them without needing to check if they are correct. If any confirmation is not correct, we will have legal rights against you including the right to:

14.1.1. suspend the Services;

14.1.2. end the Engagement Terms; and/or

14.1.3. rely on any other applicable parts of these General Terms including Clause 16 (*Indemnity*) and Clause 17 (*Our liability*).

14.2. You represent and warrant that the following confirmations are true and correct as at the date of your acceptance of the Engagement Terms:

14.2.1. all assets and funds contributed by or to you were lawfully contributed and were not derived from or otherwise connected with any illegal activity in any jurisdiction;

14.2.2. you have never been engaged or involved directly or indirectly in any unlawful activity (including any form of unlawful tax practice) or had an unlawful purpose;

14.2.3. neither you nor (to the best of your knowledge) any of your Connected Persons or Representatives have:

(a) been a Sanctioned Person; or

(b) engaged in, directly or indirectly, any activity, business or transaction which has infringed or attempted to evade or avoid (or had the purpose of evading or avoiding) any national or international sanctions;

14.2.4. all information you have given us is correct, complete and not misleading;

14.2.5. appropriate tax and other professional advice has been taken about your establishment, conduct and operations;

14.2.6. neither you nor (to the best of your knowledge) any of your Connected Persons, employees, agents or service providers have broken any national or international corruption, anti-bribery or tax evasion laws; and

14.2.7. you are solvent and able to pay your debts as they fall due.

15. YOUR UNDERTAKINGS

15.1. Clause 15.2 below contains promises from you to us. These promises are known in law as undertakings. This means that the promises are intended to be legally binding. If you break any of them, we will have legal rights against you including the right to:

15.1.1. suspend the Services;

15.1.2. end the Engagement Terms; and/or

15.1.3. rely on any other applicable parts of these General Terms including Clause 16 (*Indemnity*) and Clause 17 (*Our liability*).

15.2. You undertake for the duration of the Engagement Terms that:

15.2.1. all assets and funds which will be contributed by or to you will be lawfully contributed and will not be derived from or connected with any illegal activity;

15.2.2. you will not be engaged or involved directly or indirectly in any unlawful activity (including any unlawful tax practice) or have an unlawful purpose. This includes your business being conducted in a way which is against any applicable code of dealing in securities;

15.2.3. neither you nor (to the best of your knowledge) any of your Connected Persons or Representatives:

(a) are a Sanctioned Person; or

(b) will engage in, directly or indirectly, any activity, business or transaction which infringes or attempts to evade or avoid (or has the purpose of evading or avoiding) any national or international sanctions;

15.2.4. you will promptly give us any information we reasonably request so we can continue to provide the Services. This includes information about you, your business and any of your Connected Persons. All information you give us will be correct, complete and not misleading. You will notify us promptly of any changes or additions to that information;

15.2.5. you will use your best endeavours to ensure that you:

(a) are run in a proper and business-like way; and

(b) comply with applicable laws and rules and filing requirements in any applicable jurisdiction;

15.2.6. you will promptly pay our fees and any taxes and duties owed by you;

15.2.7. neither you nor (to the best of your knowledge) any of your Connected Persons will engage in any activity, practice or conduct which could facilitate tax evasion, create any improper business advantage or give the appearance of questionable business conduct;

15.2.8. if you are a body corporate with any directors that are not provided to you by us, you and (to the best of your knowledge) your Connected Persons will keep and maintain appropriate policies and procedures. This includes adequate procedures to prevent corruption, bribery and tax evasion;

15.2.9. unless applicable laws and rules require otherwise you will notify us promptly if you or (to the best of your knowledge) any of:

(a) your Connected Persons, Representatives, agents or service providers are investigated, prosecuted, charged or convicted of any offence under national or international corruption, anti-bribery or tax evasion laws; and/or

(b) your Connected Persons or Representatives make a disclosure to any competent authority in relation to any actual or potential non-compliance with sanctions;

15.2.10. you will not give a Proper Instruction requiring or involving any unlawful act;

15.2.11. if you notify us that you or your professional advisers have made a report of a structure or arrangement involving you to tax authorities under applicable laws and rules on mandatory disclosure, you will give us evidence that a report was made;

15.2.12. you will give us five Business Days' notice of any proposed change in your intended activities or corporate purpose as notified to us before our Services commenced;

15.2.13. you will give us prior notice of any proposed change in your beneficial owners or controllers;

15.2.14. if the Services include us acting as a director or officer, you will not take any corporate action without the consent of that director or officer; and

15.2.15. if you are a newly formed company and the Services include corporate administration but do not include us providing a majority of directors, you will use your best endeavours to ensure the inaugural board meeting is held promptly after incorporation.

15.3. To the fullest extent allowed by applicable laws and rules you agree that no term shall be implied into the Engagement Terms by reason of any expectations as to honesty, fairness, reasonableness, or similar standards of conduct.

16. INDEMNITY

16.1. The indemnity (protection) in Clause 16.2 does not apply if a claim under it:

16.1.1. results from our fraud, negligence or wilful misconduct; or

16.1.2. is not allowed under applicable laws and rules.

16.2. To the fullest extent allowed by applicable laws and rules, you will, immediately on demand, indemnify on a full indemnity basis and hold harmless each Mourant Person against any liability, loss, cost or expense (including legal fees) any Mourant Person may reasonably incur or become subject to in connection with:

16.2.1. entering into, performing, suspending or ending any Service;

16.2.2. you failing to keep to any part of the Engagement Terms;

16.2.3. your unlawful disclosure of personal data to us;

16.2.4. any action taken or not taken by us in reliance on advice from any of your professional advisers; or

16.2.5. any action taken or not taken over a Proper Instruction or any claim that:

(a) a person was not allowed to give us a Proper Instruction; or

(b) we were not allowed to act on that Proper Instruction.

17. OUR LIABILITY

17.1. The Engagement Terms do not limit or exclude the liability of any person where that liability cannot be limited or excluded under applicable laws and rules.

17.2. Our obligations under the Engagement Terms are our corporate obligations only. Unless allowed by applicable laws and rules, you have no claim against any other Mourant Person arising from the provision of the Services.

17.3. No Mourant Person is liable to you for any liability, loss, cost or expense, whether in contract, tort, breach of fiduciary duty or otherwise, that you may incur arising out of our provision of the Services unless it is caused by that Mourant Person's fraud, negligence or wilful misconduct.

17.4. We are not liable for any:

17.4.1. indirect or consequential loss, damage, cost or expense;

17.4.2. loss of actual or anticipated profits;

17.4.3. loss of contracts;

17.4.4. loss of use of money;

17.4.5. loss of anticipated savings;

17.4.6. loss of revenue;

17.4.7. loss of goodwill;

17.4.8. loss of reputation;

17.4.9. loss of business;

17.4.10. loss of opportunity;

17.4.11. unauthorised, malicious or criminal act or series of related acts, regardless of time and place, or the threat of hoax of the same, involving access to, processing of, use of or operation of a Computer System;

17.4.12. any partial or total unavailability or failure of a Computer System;

17.4.13. the receipt or transmission of malware, malicious code or similar by us or any of our agents;

17.4.14. any failure or interruption of any service provided to us or any of our agents by an internet service provider, telecommunications provider or cloud provider; or

17.4.15. any failure or interruption of any service provided to us or any of our agents by any utility provider where such failure or interruption impacts a Computer System,

arising out of our provision of the Services, whether or not those losses were reasonably foreseeable or if we had been advised of the possibility of you incurring them. For the avoidance of doubt, sub-paragraphs 17.4.2 to 17.4.15 apply whether those losses are direct, indirect, consequential or otherwise.

17.5. In accordance with usual practice, we must notify our insurer at least annually about any potential claims against us. To allow us to do this, you must, to the extent reasonable and practicable in the circumstances, notify us of any claim you think you have against us under the Engagement Terms within 12 months of the date on which the circumstances giving rise to the purported claim occurred.

17.6. You must bring any claim against us within three years of the date when you were aware or could reasonably have been aware (whichever is the earlier) of the existence of that claim. You agree as a matter of contract that this is a reasonable restriction.

17.7. If both us and a third party become responsible for the same liability, loss, cost or expense incurred by you, our liability is limited to a fair and reasonable proportion of that liability, loss, cost or expense based on the extent of our responsibility.

17.8. Our maximum liability, whether in contract, tort (including negligence), breach of fiduciary duty or otherwise, arising out of our provision of the Services is limited in total to ten times the amount of fees actually paid to us by you or on your behalf during the 12 month period before the event giving rise to any claim. This liability cap does not apply if a claim under it is due to our fraud or wilful misconduct.

17.9. Unless Clause 23.1 applies, we are not liable for any liability, loss, cost or expense that you or any other person may incur due to the act or omission of a third party. This includes:

17.9.1. any third party or delegate instructed or appointed by us under Clauses 8.2 or 24.1, so long as we made such appointment and/or permitted its continuation in good faith and without neglect;

17.9.2. where any document sent by or to us is delivered late or not at all due to the act or omission of courier providers, national postal services or other delivery or telecommunications providers;

17.9.3. any act or omission of a bank or due to the insolvency of a bank or the failure of a payment system;

17.9.4. any payment fraud perpetrated against you by a third party, so long as we acted in line with Clause 9 (*Your Instructions*) in making any payment;

17.9.5. any act or omission of a director not provided to you by us; and

17.9.6. any reliance placed by a third party upon our provision of any Service or by any aspect of the work done by us being made available to that third party.

17.10. We are not liable for any liability, loss, cost or expense that you or any other person may incur because of us deciding (acting reasonably) that any structure or arrangement that includes or involves you is reportable to a competent authority under applicable laws and rules.

18. CONFLICTS OF INTEREST

18.1. We maintain policies and procedures to identify and manage conflicts of interest. We also train our Representatives on the importance of this. The actions we take to manage a conflict of interest depend on the particular circumstances but may include:

18.1.1. notifying you about the conflict of interest;

18.1.2. (if we provide directors to you):

(a) the director abstaining from voting on a decision;

(b) removing the director from discussions relating to that decision; or

(c) the director resigning in favour of another person (including a Mourant Person) if the conflict of interest is likely to be ongoing;

18.1.3. applying internal procedures to maintain confidentiality and independence of advice and meet the requirements of applicable laws and rules; and/or

18.1.4. taking any other action that we decide is appropriate or that we agree with you. This may include ending any part of the

Engagement Terms if we do not believe the conflict of interest can be appropriately managed.

18.2. You acknowledge and agree that:

18.2.1. our services are not exclusive to you. We may provide similar services to other persons on any matter without your prior approval;

18.2.2. we may provide services to a person whose interests may conflict with yours. You waive any right to request us or any other Mourant Person not to act (or to cease acting) in those circumstances. We are not liable to account to you for any profits made or derived from acting for other persons;

18.2.3. no Mourant Person is under a duty to notify you of any information:

(a) acquired by the provision of services by any Mourant Group member to another person;

(b) the disclosure of which would be against applicable laws and rules;

(c) which comes to the attention of any Mourant Person but which does not come to the actual attention of any of our Representatives who deal with or for you; or

(d) which has been shared with us in good faith for the purposes of ascertaining whether or not we have a conflict of interest;

18.2.4. we may need to obtain legal advice or other services from other Mourant Group members if a conflict of interest arises or continues. If so, we will make reasonable arrangements to protect confidential information; and

18.2.5. the shareholders of the Mourant Group are the ultimate beneficial owners of the MourantGS Group. Those shareholders have a financial interest in fees received by us for providing the Services. You waive any right or claim against any Mourant Person arising directly or indirectly from that disclosed interest.

19. CONFIDENTIALITY

19.1. We may receive information (however recorded or preserved) from or about you or your Connected Persons or Representatives which is identified as, or by its nature would reasonably be regarded as, confidential, non-public or proprietary as a result of us performing the Services (the **Confidential Information**).

19.2. Unless Clauses 19.3 to 19.6 apply and subject always to Clause 20 (*Data protection*), we are committed to maintaining the confidentiality of your Confidential Information.

19.3. We may disclose your Confidential Information to our Representatives that reasonably need to know that Confidential Information for us to perform the Services, so long as we put them under appropriate confidentiality obligations.

19.4. Clause 19.2 does not apply to any Confidential Information that:

19.4.1. is or becomes generally available to the public (unless due to an act or omission by us or our Representatives);

19.4.2. was already known by us or our Representatives before your disclosure to us. This must be evidenced by written records;

19.4.3. is lawfully acquired by us or our Representatives on a non-confidential basis from a third party so long as we did not know, after making due enquiry, that the third party was under a confidentiality obligation; or

19.4.4. you agree in writing is not confidential or may be disclosed.

19.5. We may disclose your Confidential Information to third parties without letting you know that we have done so if we are:

19.5.1. allowed to do so under the Engagement Terms. This includes disclosure to:

(a) your or our professional advisers or any other person that we reasonably believe is authorised or engaged by you, unless you request us in writing not to do so;

(b) other Mourant Persons;

(c) any third party that you ask us to arrange to provide you with a service that we do not perform directly, in line with Clause 19.6;

(d) our insurer or insurance broker; and

(e) any other third party recipient listed in the Mourant Group Privacy Notice including any potential assignee or transferor under Clause 33.2, so long as we use reasonable endeavours to put them under appropriate confidentiality obligations;

19.5.2. required to do so (or we decide it is appropriate and/or legitimate to do so):

(a) under applicable laws and rules; or

(b) by (or to) any competent authority.

19.6. You may ask us to arrange for a third party to provide you with a service that we do not perform directly. This includes registered office and resident agent services to BVI entities, opening an account with a bank or financial institution that will provide banking or investment services to you and our use of any Computer System from a third-party technology provider that you instruct us to use to perform the Services. If you ask us to do this, you agree that:

19.6.1. we may provide your Confidential Information to that third party to:

(a) assist that third party to meet their client due diligence obligations in line with applicable laws and rules; and

(b) meet the terms of any agreement we may have entered into with that third party;

19.6.2. any Confidential Information passed to that third party will be processed under their own terms of business and/or privacy policy; and

19.6.3. (where relevant) you will inform that third party (or instruct us to do so) of any material change in your circumstances. This includes any change to your ultimate beneficial owners and controllers.

19.7. We are often required to give third parties details about our relevant experience. Unless you ask us in writing not to do so, we will proceed on the basis that you consent to us mentioning in our publications, pitches or other marketing material:

19.7.1. that you are a client of ours; and

19.7.2. matters where we provided Services, if the details we mention are in the public domain or do not amount to Confidential Information.

19.8. We may have entered into a confidentiality or non-disclosure agreement with you or any of your Connected Persons before the start of the Services. You acknowledge (on your own behalf and as agent for any of your Connected Persons) that with effect from the start of the Services:

19.8.1. any earlier agreement of that nature is treated as having ended; and

19.8.2. the provisions of this Clause 19 (*Confidentiality*) apply instead.

General Terms

20. DATA PROTECTION

20.1. We follow global Mourant Group policies and procedures on data protection. This applies a consistent standard across all Mourant offices that is based on the requirements of the EU General Data Protection Regulation.

20.2. Depending on the applicable laws and rules on data protection and the nature of the Services, we may act as a data controller or data processor or both. This will usually be set out in the terms of the Engagement Terms. Unless we notify you differently or agree otherwise with you, we act as a data controller.

20.3. If we act as data controller for any Service, we will process personal data in line with the Mourant Group Privacy Notice. This details the rights of individuals over their personal data. It also sets out the circumstances when personal data may be transferred within the Mourant Group as well as externally to third parties.

20.4. If we act as a data processor for any Service, we will process personal data in line with the Data Processing Terms.

20.5. You are satisfied that there is a lawful basis under applicable laws and rules on data protection for your disclosure of any personal data to us. You will use reasonable endeavours to draw the Mourant Group Privacy Notice to the attention of those persons whose personal data you disclose to us.

20.6. We will only transfer personal data in line with applicable data protection laws. We will not unreasonably refuse a request by you to enter into EC Standard Contractual Clauses (the SCC) if needed to secure your compliance with applicable data protection laws. We may charge a reasonable fee in those circumstances to reflect any additional obligations accepted by us under the SCC.

21. DATA RETENTION

We may:

21.1. retain and take copies of data in our possession as a result of performing any Services. We may do this even if the Services have ended and we may retain that data until the date falling 11 years after the end of the Engagement Terms; and

21.2. destroy any data held by us under the Engagement Terms from the date falling 11 years after the end of the Engagement Terms.

22. SAFE CUSTODY

22.1. We will keep and maintain (unless Clause 11.6.2 applies) your statutory books and records in line with applicable laws and rules if we agreed to do so in the Engagement Terms. However, we do not generally provide safe custody services for any document or other item that we do not need to hold to perform the Services.

22.2. We will not arrange for any physical document or other item to be held in a safe or in a waterproof or fireproof location. Any physical document or other item held by us on your behalf is held at your risk. We accept no liability arising from their loss, damage or destruction unless that liability is due to our negligence.

23. OUTSOURCING

23.1. We may outsource the provision of any Service and you consent to us doing so. If we outsource the provision of any Service:

23.1.1. we will only do so in line with applicable laws and rules;

23.1.2. this will not in any way reduce our responsibility or liability to you to ensure that Service is provided in line with the Engagement Terms; and

23.1.3. any rights you have, whether in contract, tort (including negligence), breach of fiduciary duty or otherwise, arising out of the provision of any Service are against us only and not our outsourced sub-contractor.

23.2. We may appoint an outsourced sub-contractor on terms that allow further outsourcing. We will use reasonable endeavours to ensure any outsourced sub-contractor is bound by confidentiality and data protection obligations that we decide (acting reasonably) are appropriate.

24. DELEGATION

24.1. We will only delegate (pass on) our responsibility to provide any Service if you have given your prior written consent to our appointment of the proposed delegate. We expect that delegation will only be relevant in very rare circumstances.

24.2. If we appoint a delegate, we may do so on terms that allow further delegation. We will use reasonable endeavours to ensure any delegate is bound by confidentiality and data protection obligations that we decide (acting reasonably) are appropriate.

25. COMPLAINTS

25.1. If you have any concern or complaint about the Services, you should raise this in writing with the director responsible for providing the Services. We will:

25.1.1. investigate your complaint;

25.1.2. keep you informed about its progress; and

25.1.3. notify you of any actions being taken to resolve it,

except where to do so conflicts with or is prevented by applicable laws and rules.

25.2. We will notify you when we consider your complaint to be closed. If we reject your complaint, we will clearly state the reasons why.

25.3. If you are dissatisfied with our response to your complaint, you should contact our Global Managing Director whose details can be found at www.mourant.com.

26. OUR INTELLECTUAL PROPERTY AND YOUR USE OF OUR NAME

26.1. We retain all copyright and other intellectual property rights in everything developed, designed or created by us before or during our performance of the Services. This includes:

26.1.1. systems, methodologies and software;

26.1.2. know-how, working papers and reports; and

26.1.3. any other materials provided by us.

26.2. All files and records and all information and data held by us on any Computer System are our property (except your statutory corporate records) for our use only. Subject always to any rights under applicable laws and rules, you have no right of access or control over those files, records, information or data.

26.3. You must obtain our prior written consent for any proposed use of our name or logo on any materials including any registration statement, prospectus, offering document, information circular, advertisement or website. After the end of the Engagement Terms, you must not use our name in a way that indicates Services are still being performed.

27. RECORDING PHONE CALLS AND MEETINGS

27.1. We may record a phone call or meeting and keep the recording. If we do this, we will act in line with applicable laws and rules on data protection.

27.2. You acknowledge and agree that we may use a recording as evidence of a phone call or meeting. If we make any recording, that recording is our property.

General Terms

28. CHANGES TO THESE GENERAL TERMS

28.1. We may change these General Terms at any time. Our policy is to make changes once a year at most but a change in applicable laws and rules or in how we run our business may require an earlier change to these General Terms.

28.2. We will notify you of changes to these General Terms in line with Clause 34 (*Notices*). Unless you notify us that you object to the changes within one month of their effective date as stated in our notice, you are deemed to have accepted the changed General Terms with effect from that date in line with Clause 6.2.

29. EVENTS BEYOND OUR CONTROL

29.1. We have a robust business continuity programme. It is designed to ensure we can continue to deliver the Services after a disruptive event. However, we accept no liability for any failure or delay in performing any Service or our related obligations or for any loss of any kind wherever occurring which you may incur due to any event, circumstance or cause beyond our reasonable control including:

29.1.1. natural disaster, flood, drought, fire, storm, earthquake, hurricane, typhoon or explosion;

29.1.2. war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest or imposition of sanctions;

29.1.3. any order, law or other action taken by any governmental authority;

29.1.4. national or regional emergency. This includes any epidemic or pandemic or nuclear, chemical or biological contamination or other public health emergency;

29.1.5. failure or malfunction of a Computer System. This includes any cyber attack;

29.1.6. any act of a criminal third party against you or us or any of your suppliers, sub-contractors or advisers; and

29.1.7. any act or omission of your suppliers, sub-contractors or advisers,

each an **Unexpected Event**.

29.2. We must notify you as soon as reasonably practicable after the start of an Unexpected Event of the reason for a failure or delay in performing any Service or our related obligations. We will:

29.2.1. give you our reasonable estimate of the length of the failure or delay; and

29.2.2. take reasonable steps to mitigate the effects of the failure or delay.

29.3. If we send you a notice under Clause 29.2, our obligation to provide any Service is suspended while the Unexpected Event continues. We will have an extension of time equal to the length of that suspension to allow us to perform our obligations.

29.4. If the Unexpected Event continues for more than 90 consecutive days, either party may end the Engagement Terms with immediate effect by notifying the other in writing. Neither party is liable to the other if the Engagement Terms ends in this way.

30. SUSPENDING THE SERVICES

30.1. We may at any time refuse, suspend, defer or delay the provision of any Service or the acceptance or implementation of any Proper Instruction if we:

30.1.1. must do so in order to meet applicable laws and rules or any order, demand or request of any competent authority;

30.1.2. decide that not doing so could cause any Mourant Person to:

(a) break applicable laws and rules; or

(b) be exposed to a risk of action, prosecution or civil or criminal liability or sanctions in any jurisdiction;

30.1.3. have issued an invoice which stays unpaid for more than 30 days after the invoice date;

30.1.4. have issued a request for advance payment of our fees and any liabilities, losses, costs or expenses which stays unpaid for more than seven days after the request date;

30.1.5. notify you that an Unexpected Event has occurred in line with Clause 29 (*Events beyond our control*); or

30.1.6. decide, in our reasonable opinion, that you have failed to meet your obligations under the Engagement Terms.

30.2. We will notify you of and (if relevant) give reasons for any action that we take under Clause 30.1 unless applicable laws and rules stop us from doing so. We accept no liability for any liability, loss, cost or expense incurred by you because of this.

31. ENDING THE ENGAGEMENT TERMS

31.1. You may end all or any part of the Engagement Terms:

31.1.1. by giving us 90 days' notice (or any shorter period agreed between us and you); or

31.1.2. with immediate effect, by giving us notice, if:

(a) we materially breach any obligation under the Engagement Terms and fail to put it right (if possible) within 21 days of our receipt of a notice from you requiring us to do so;

(b) we are, or in your reasonable opinion are likely to become, insolvent or bankrupt or affected by a similar procedure in any jurisdiction; or

(c) an Unexpected Event continues for more than 90 consecutive days.

31.2. We may end all or any part of any Engagement Terms:

31.2.1. by giving you 90 days' notice (or any shorter period agreed between us and you); or

31.2.2. with immediate effect, by giving you notice, if:

(a) you materially breach any obligation under the Engagement Terms and fail to put it right (if possible) within 21 days of your receipt of a notice from us requiring you to do so;

(b) you are, or in our reasonable opinion are likely to become, insolvent or bankrupt or affected by a similar procedure in any jurisdiction;

(c) an Unexpected Event continues for more than 90 consecutive days;

(d) any representation given by you in the Engagement Terms is found to be materially untrue, inaccurate or misleading;

(e) you materially breach any warranty or undertaking in the Engagement Terms;

(f) we are not satisfied with the source of any money received from you or on your behalf;

(g) it is necessary or appropriate for us to do so because a conflict of interest has arisen which cannot be resolved;

(h) we suspect in our reasonable opinion that you or any of your Connected Persons or Representatives may have broken applicable laws and rules in any jurisdiction;

(i) the continued provision of the Services might harm the reputation of any part of the Mourant Group; or

(j) it is necessary to do so for a legal, regulatory or any other reason.

31.3. The Engagement Terms end automatically without any need for a party to give notice to the other if any of the following events occur:

31.3.1. completion of all of the Services; or

31.3.2. you are dissolved, liquidated, wound up or struck off.

32. CONSEQUENCES OF ENDING THE ENGAGEMENT TERMS

32.1. If you send or receive a notice to end the Engagement Terms, you will promptly provide us with the name and address of the new service provider required for you to be in good standing under applicable laws and rules. Each party will make reasonable efforts to facilitate the transition to a new service provider.

32.2. If you do not appoint a new service provider in a timely fashion or at all, we reserve the right (so long as we act in line with applicable laws and rules) to take action that may be detrimental to you. This action may include:

32.2.1. arranging the resignation of a Mourant Person without appointing a successor; or

32.2.2. the action specified in Clauses 10.2.3 or 10.2.4.

32.3. After the end of all or a relevant part of the Engagement Terms, we:

32.3.1. will arrange delivery to you or your new service provider of all books, records and documents belonging to you which are in our possession or under our control (except any document we retain under Clauses 11.6.2 or 21.1), so long as you have paid all fees and any liabilities, losses, costs or expenses due to us under the Engagement Terms including associated delivery costs;

32.3.2. are not under a duty to forward any mail, document or other item received on your behalf. We accept no liability for any failure or delay by us to do so; and

32.3.3. may notify any competent authority, bank or other person on your behalf that your registered office or address is no longer located at our office. You authorise us to notify those persons on your behalf.

32.4. The end of the Engagement Terms does not affect any contractual or other rights or liabilities that existed immediately before the end of the Engagement Terms.

32.5. Any part of the Engagement Terms that expressly or by implication is intended to come into or continue in force after the end of the Engagement Terms remains in full force and effect. This expressly includes Clauses 16, 17, 21, 26, 31.3 and 32 to 42 (inclusive).

33. ASSIGNMENT

33.1. You may not assign or transfer any of your claims, rights or obligations under the Engagement Terms without our prior written consent.

33.2. We may assign or transfer our claims, rights and obligations under the Engagement Terms to any partnership, company or body corporate (whether or not a Mourant Group member) without your prior written consent so long as we act in line with applicable laws and rules.

34. NOTICES

34.1. Any notice given under the Engagement Terms must be:

34.1.1. in writing; and

34.1.2. in English (or accompanied by a certified English translation).

34.2. Any notice may be sent:

34.2.1. to the address or e-mail address stated in the engagement letter or other similar document between you and us;

34.2.2. for changes to these General Terms, by publication on our website at http://www.mourant.com/footer/terms-of-business.aspx by way of public notice and/or by sending you an invoice or email which refers to the fact that we may change these General Terms from time to time;

34.2.3. to any other address or e-mail address notified by you to us (or vice versa) in writing on 10 Business Days' notice; or

34.2.4. (if you have not notified an address or e-mail address to us) to any other address or e-mail address as we consider appropriate.

34.3. Any notice sent under the Engagement Terms is deemed to have been received:

34.3.1. if sent by e-mail, at the time of transmission;

34.3.2. if delivered by hand or commercial courier, at the time the notice is left at the address;

34.3.3. if sent by any registered post service including recorded and special delivery, at the time recorded by the delivery service or at 9am on the fifth Business Day after posting (whichever is the earlier); or

34.3.4. if published on our website, at the time of publication.

34.4. This clause does not apply to the service of any proceedings or other documents in any legal action.

35. JOINT CLIENTS

If you comprise more than one person:

35.1. your obligations under the Engagement Terms are joint and separate;

35.2. we may decide which of you to make a claim against. You waive any right you may have under applicable laws and rules to require us to make:

35.2.1. a claim against the other before making a claim against you; or

35.2.2. simultaneous claims in appropriate proportions against any of you;

35.3. unless otherwise agreed, we may rely on and act upon Proper Instructions from any one of you. Despite this, if we receive instructions from one of you that conflict or appear to conflict with instructions given by the other, we may refuse to act on Proper Instructions until that conflict is resolved to our satisfaction;

35.4. the limit of our liability in Clause 17 (*Our liability*) will be divided among you; and

35.5. the end of our provision of Services to one of you will not automatically end our provision of Services to the other.

36. EXERCISE OF OUR RIGHTS

36.1. If we decide not to enforce or to delay enforcing any of our rights or remedies under the Engagement Terms, this does not mean that we will not do so in the future. It also does not mean that the right or remedy no longer exists.

36.2. A waiver of any of our rights or remedies under the Engagement Terms or by applicable laws and rules is only effective if notified to you in writing. No election by us to affirm any part of the Engagement Terms is effective unless we notify you of this.

36.3. Our rights and remedies under the Engagement Terms apply in addition to any rights and remedies under applicable laws and rules.

General Terms

37. NO PARTNERSHIP OR EMPLOYMENT

The Engagement Terms are not intended to set up a partnership or joint venture or employment relationship between the parties.

38. THIRD PARTY RIGHTS

38.1. Unless Clause 38.2 applies, only you and us may enforce or rely on or benefit from the Engagement Terms.

38.2. Any Mourant Person that is not party to the Engagement Terms may enforce an indemnity in their favour under the Engagement Terms directly against you at any time. Unless otherwise agreed, the Engagement Terms do not impose any obligation on that Mourant Person or create any contractual or other relationship between you and them. The consent of that Mourant Person is not required to change or end the Engagement Terms.

39. SEVERANCE

If any part of the Engagement Terms is or becomes illegal, invalid or unenforceable, it is deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If that modification is not possible, the relevant part of the Engagement Terms is deemed deleted. Any modification to or deletion of any part of the Engagement Terms will not affect or impair the legality, validity or enforceability of the rest of the Engagement Terms.

40. ENTIRE UNDERSTANDING

40.1. The Engagement Terms set out the entire agreement and understanding between you and us relating to its subject matter. There is no other promise, representation, warranty, usage or course of dealing affecting the Engagement Terms.

40.2. The Engagement Terms supersede any earlier terms of business and any earlier confidentiality or non-disclosure agreement that may have been agreed between us and you or any of your Connected Persons.

41. COUNTERPARTS

The Engagement Terms may be composed of several counterparts which, taken together, form one single agreement.

42. GOVERNING LAW

42.1. The Engagement Terms are governed by the laws of the Governing Law.

42.2. You irrevocably submit to the exclusive jurisdiction of the courts of the Governing Law. You waive any objection to proceedings in those courts on the basis that proceedings were brought in an inappropriate forum or otherwise.

Date: 23 November 2026

Schedule

1. INTRODUCTION

1.1. The General Terms apply to all our locations and all our services (other than trustee services) but there is some location specific wording required to supplement this. That wording is contained in this Schedule and it forms part of the Engagement Terms.

1.2. Definitions used and rules of interpretation set out in the General Terms are treated as incorporated into these jurisdiction terms.

1.3. If there is any conflict or ambiguity between any jurisdiction terms and the General Terms, the jurisdiction terms prevail.

1.4. We may change these jurisdiction terms at any time. We will notify you of any change via Clause 34 (*Notices*) of the General Terms.

2. CAYMAN ISLANDS

2.1. This section only applies if you have contracted with Mourant Governance Services (Cayman) Limited (**MGSCL**).

2.2. **Governing Law** means the Cayman Islands.

2.3. Regulatory: MGSCL and some of its subsidiaries are licensed by the Cayman Islands Monetary Authority (**CIMA**). CIMA's contact details are available from www.cima.ky.

2.4. Notices: Clause 34.3.3 of the General Terms does not apply.

3. GUERNSEY

3.1. This section only applies if you have contracted with Mourant Governance Services (Guernsey) Limited (**MGSGL**). The only exception to this is that Clause 3.2 of these jurisdiction terms also applies if you have contracted with MourantGS Accounting Services Limited.

3.2. **Governing Law** means Guernsey.

3.3. Regulatory: MGSGL and each of its subsidiaries are licensed and regulated by the Guernsey Financial Services Commission (the **GFSC**) under The Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2020 (the **Fiduciaries Law**). MGSGL is also licensed and regulated by the GFSC under the Protection of Investors (Bailiwick of Guernsey) Law, 2020 (the POI Law).

3.4. Data protection: You authorise us to act (and we agree to act) as levy collection agent for the annual levy payable by us (as levy collection agent) on your behalf under The Data Protection (General Provisions) (Bailiwick of Guernsey) Regulations, 2018.

3.5. Complaints:

3.5.1. Under the Fiduciaries Law, we must tell the GFSC about any significant complaint or any complaint that is unresolved for more than three months.

3.5.2. Under the POI Law:

(a) within fourteen days, we must inform the GFSC about any complaint that remains unsettled for longer than three months from the date of us becoming aware of the complaint and you may inform the GFSC directly of the complaint; and

(b) we must also inform the GFSC within fourteen days of becoming aware of a significant complaint and you may inform the GFSC directly of the complaint

3.5.3. A significant complaint is a complaint alleging:

(a) that we have breached the Fiduciaries Law and/or POI Law;

(b) bad faith, malpractice or impropriety; or

(c) the repetition or recurrence of any matter previously complained of (whether significant or otherwise).

4. HONG KONG

4.1. This section only applies if you have contracted with Mourant Governance Services (Hong Kong) Limited (**MGSHKL**).

4.2. **Governing Law** means Hong Kong.

4.3. Money you pay to us: Clause 13.3.2 of the General Terms does not apply.

4.4. Data protection: In Hong Kong, you have the right to check if we hold personal data and the right of access to personal data, to correct any personal data that is inaccurate and to ascertain our policies and practices on personal data. You can request access to and correction of personal data by contacting the Mourant Group Data Protection Officer at dataprotection@mourant.com.

4.5. Hong Kong legal advice: Neither MGSHKL nor any part of the Mourant Group provide Hong Kong legal advice. If any Hong Kong legal issues arise during the Services, you must engage an external and duly qualified Hong Kong solicitor.

5. JERSEY

5.1. This section only applies if you have contracted with either one or both of Mourant Governance Services (Jersey) Limited (**MGSJL**) and MourantGS Fund Services (Jersey) Limited (**MFSJL**).

5.2. **Governing Law** means Jersey.

5.3. Regulatory:

5.3.1. MGSJL is regulated in the conduct of trust company business and fund services business by the Jersey Financial Services Commission (the **JFSC**) under the Financial Services (Jersey) Law 1998 (the **FSJL**). MGSJL's subsidiaries are regulated in the conduct of trust company business by the JFSC under the FSJL.

5.3.2. MFSJL is regulated in the conduct of trust company business and fund services business by the JFSC under the FSJL.

5.4. Our liability: No statutory terms (including warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 apply to the Engagement Terms.

6. LUXEMBOURG

6.1. This section only applies if you have contracted with Mourant Governance & Operations (Luxembourg) SARL (**MGOLS**) or Mourant Corporate Services (Luxembourg) SARL (**MCSLS**).

6.2. **Governing Law** means the Grand-Duchy of Luxembourg.

6.3. Regulatory:

6.3.1. MGOLS is duly incorporated and registered in Luxembourg under number B288786 and is authorised to operate in Luxembourg under its business license; however, MGOLS is not authorised to perform any regulated activities in Luxembourg or abroad and is not supervised by the Commission de Surveillance du Secteur Financier.

6.3.2. MCSLS is duly incorporated and registered in Luxembourg under number B312894 and is authorised to operate in Luxembourg under its business license. MCSLS is a member of the Ordre des Experts-Comptables (the **OEC**) and is subject to the professional rules, code of ethics and independence requirements published

by the OEC, including the General Terms and Conditions for the Execution of Expert-Comptable Assignments in the Grand Duchy of Luxembourg (the OEC Conditions). Each expert-comptable assignment carried out by MCSLS for you is an **Instruction**. The OEC's contact details are available from www.oec.lu. In relation to any Instruction, if there is any conflict between the Engagement Terms and the OEC Conditions, the OEC Conditions prevail to the extent required by applicable laws and rules.

6.4. Money you pay to us: Clause 13.3.2 of the General Terms does not apply.

6.5. Data protection: In Luxembourg, you have the right to check if we hold personal data and the right of access to personal data, to correct any personal data that is inaccurate and to ascertain our policies and practices on personal data. You can request access to and correction of personal data by contacting the board of managers of MGOLS or MCSLS (as applicable) at dataprotection@mourant.com.

6A.1 This section only applies if you have contracted with MCSLS.

6A.2 Nature of obligations: in performing an Instruction, MCSLS is bound by an obligation of means only. For the avoidance of doubt, MCSLS does not undertake any obligation of result.

6A.3 Your responsibility for financial information: you, or if you are an undertaking or company, your directors, managers or board (failing which any legal or management representative) remain solely responsible for the financial information relating to your activity as presented to your owners or to third parties. You are not relieved of this responsibility by any power of attorney granted to MCSLS to represent you before any authority or to sign documents on your behalf.

6A.4 Professional confidentiality: MCSLS and its Representatives are subject to professional confidentiality under Article 458 of the Luxembourg Criminal Code and to a specific obligation of discretion in respect of information received and documents it draws up. MCSLS must, on its own initiative, inform the Cellule de Renseignement Financier du Parquet auprès du Tribunal d'arrondissement de Luxembourg of any fact that might be regarded as evidence of money laundering or terrorist financing. Where it makes such a disclosure, neither MCSLS nor its Representatives may inform you or any thirdparty that the disclosure has been made or that an investigation is under way. Clause 19 (Confidentiality) of the General Terms applies subject to this clause.

6A.5 Instruction duration and renewal: Clauses 31.1.1 and 31.2.1 of the General Terms do not apply to any Service that constitutes an Instruction. Instead, any such Instruction is for a period of one year and automatically renews each year unless either party gives the other written notice of termination at least three months before the anniversary date of the relevant engagement letter. That notice must be given by registered mail with acknowledgement of receipt, or by letter delivered by hand and countersigned by the recipient.

6A.6 Early termination by you: if you terminate an Instruction otherwise than in accordance with Clause 6A.5, you must give MCSLS at least one month's written notice by one of the two methods described in Clause 6A.5 above. You must pay MCSLS for all work in progress and Services already performed up to the effective date of termination, plus an indemnity of 25% of the fees agreed for the relevant year in progress.

6A.7 Termination for breach: Clauses 31.1.2(a) and 31.2.2(a) of the General Terms do not apply to any Instruction. Instead, if either party fails to fulfil its obligations under an Instruction, the other party may terminate that Instruction with immediate effect by registered mail with acknowledgement of receipt, if the failure has not been remedied within thirty days of receipt of notice of the failure, or if the failure cannot be remedied.

6A.8 Separate assignments: if MCSLS carries out more than one Instruction for you, the suspension, interruption or termination of one Instruction does not affect any other Instruction.

6A.9 Our fees and payment terms:

6A.9.1 Clause 11 of the General Terms is varied such that, unless otherwise agreed, fees for an Instruction must be paid within 8 days of receipt of the relevant invoice. Invoices are deemed received on the second working day following their issue date.

6A.9.2 Clause 11.6.1 of the General Terms does not apply to an Instruction. Unpaid fees will bear interest, without need for formal notice, in accordance with the Luxembourg Law of 18 April 2004 relating to payment terms and late payment interest, as amended. MCSLS may also claim compensation for recovery costs in accordance with applicable law.

6A.10 Our liability:

6A.10.1 Clause 17.4 is varied such that sub-paragraphs 17.4.2 to 17.4.15 apply to an Instruction only where those losses are indirect, consequential or otherwise.

6A.10.2 Clause 17.6 of the General Terms does not apply to any claim arising from an Instruction. In accordance with Article 3 of the Luxembourg Law of 10 June 1999 on the organisation of the profession of expert-comptable, as amended, any action for civil or professional liability against MCSLS is time-barred after five years from the date of completion of the relevant Services.

6A.10.3 Clause 17.8 of the General Terms does not apply to any liability arising from an Instruction. MCSLS's civil liability towards you for an Instruction may arise only from a wrongful performance of that Instruction, and only where liability has been finally determined by a court of competent jurisdiction. The maximum amount recoverable from MCSLS as compensation is twice the professional fees provided for that Instruction, unless your loss is the immediate and direct consequence of serious or wilful misconduct by MCSLS as finally determined by a court of competent jurisdiction.

6A.10.4 Where losses arise from several successive Instructions of the same nature as a result of the same fault of MCSLS, its liability towards you remains limited to the amount described in Clause 6A.10.3 above (calculated on the average fees for each relevant Instruction), even if the aggregate losses across all of these Instructions exceed that amount.

6A.11 Completion of an Instruction: on completion of an Instruction, MCSLS will return any original documents you delivered to it for that Instruction, subject to any right of retention it may exercise for unpaid fees. Once an Instruction has been completed, MCSLS is under no obligation to notify you of any subsequent change in applicable laws or regulations affecting that Instruction, or of the consequences of any such change.

6A.12 Your obligations: in addition to Clause 15 of the General Terms, for each Instruction you must: (a) not do anything that may affect the independence of MCSLS or its Representatives, including offering any of them an assignment or employment; (b) store original documents as required by applicable laws and rules and maintain appropriate back-up and protection of your computerised data; (c) confirm in writing, if MCSLS asks, that the documents, information and explanations you have given are complete and accurate; and (d) not disclose any report or professional opinion of MCSLS to a third party without MCSLS's prior written consent, unless the Instruction by its nature authorises this.

6A.14 Jurisdiction: for an Instruction, Clause 42.2 of the General Terms is varied so that disputes are submitted to the courts of Luxembourg-City, being the domicile of MCSLS.

6B.1 This section only applies if you have contracted with Mourant Fund Services (Luxembourg) SARL.

6B.2 The services agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg and any litigation arising thereunder (including a dispute relating to any non-contractual obligations arising out of or in connection with the services agreement) shall be submitted to the exclusive jurisdiction of the courts of the Luxembourg-City.

7. UNITED KINGDOM

7.1. This section only applies if you have contracted with Mourant Governance Services (UK) Limited (**MGSUKL**).

7.2. **Governing Law** means England.

7.3. Our fees:

7.3.1. At Clause 11.2 of the General Terms, these words are added:

"All amounts paid under the Engagement Terms are exclusive of amounts in respect of value added tax (**VAT**) chargeable from time to time. Where any taxable supply for VAT purposes is made under the Engagement Terms by us to you then you will (on receipt of a valid VAT invoice from us) pay to us such extra amounts for VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services."

7.3.2. At Clause 11.6.1 of the General Terms, the words "at a rate of 1% per month (not compounded)" are deleted and replaced with:

"at the rate we are entitled to charge by way of statutory interest under The Late Payment of Commercial Debts (Interest) Act 1998 or any successor legislation".

7.4. Money you pay to us: Clause 13.3.2 of the General Terms does not apply.

7.5. English legal advice: Neither MGSUKL nor any part of the Mourant Group provide English legal advice. If any English legal issues arise during the Services, you must engage an external and duly qualified English solicitor.

7.6. Data protection: You accept that it is your responsibility to determine if you need to register with the Information Commissioners Office or any other competent authority in relation to your processing of personal data.

7.7. Our liability: You agree that any terms implied by sections 13 to 15 of the Supply of Goods and Services Act 1982 are expressly excluded from the Engagement Terms.

8. SINGAPORE

8.1. This section only applies if you have contracted with Mourant Governance Services (Singapore) Pte. Ltd. (**MGSSL**).

8.2. **Governing Law** means Singapore law.

8.3. Our fees:

8.3.1. At Clause 11.2 of the General Terms, the following words are added after the end of the last sentence:

"All amounts paid under the Engagement Terms are exclusive of Goods and Services Tax (**GST**), chargeable from time to time at the prevailing rate. Where GST applies to the supply of our services under the Engagement Terms to you, you will on receipt of a valid invoice from us pay to us such additional amounts of GST as may be chargeable on the said supply of services and as set out in the tax invoice at the same time as payment of our invoiced fees are due."

8.3.2. At Clause 11.6.1 of the General Terms, the words "at a rate of 1% per month (not compounded)" are deleted and replaced with: following words:

"at a rate of the lower of a rate of 1% per month (not compounded) or the maximum interest rate as permitted under Singapore law, accruing on a daily basis for any unpaid amounts starting from the date immediately following the date falling 30 days after the invoice date and until the date on which we receive payment of such sums (or part thereof)."

8.4. Money you pay to us: Clause 13.3.2 of the General Terms does not apply.

8.5. Singapore legal advice: Neither MGSSL nor any part of the Mourant Group provides Singapore legal advice. If any Singapore law issues arise during the Services, you must engage an external and duly qualified Singapore legal practitioner.

Date: 23 November 2026