



Terms and Conditions for the Provision of Process Agency Services by Maples and Calder

Appointment of Maples and Calder

We will act as agent on your behalf upon these terms and conditions (these "**Terms**") to accept service of process issued through the courts of England and Wales on you under or in relation to the documents specified by you to us in writing or by electronic communication and as set out in the schedule to the engagement letter issued by us to you (the "**Relevant Documents**"). The references in these Terms to "Maples and Calder", "we" and "us" mean Maples and Calder, a private unlimited company registered in England and Wales (Company No. 03369233). The references in these Terms to "Maples Group" means all the direct and indirect subsidiaries of Maples International Holdings Limited and all the other entities and undertakings using the name "Maples and Calder", "MaplesFS", or "Maples", including any derivation thereof, listed at www.maples.com/legalnotices.

The Services

Subject to payment of our fee as provided in these Terms, we shall act as your agent for service of process served under or in relation to the Relevant Documents and shall in relation to the Relevant Documents:

- (a) accept on your behalf service of process;
- (b) as soon as reasonably practicable after acceptance of service of process, we shall notify you in writing by email (and proof of transmission of the email shall be conclusive evidence of notification to you) as to the date of receipt of all documents served and shall, to the extent reasonably practicable, include in any such notification a copy of all documents served; and
- (c) unless you notify us in writing to the contrary, send the originals of all documents served to you by airmail or courier to the address specified by you.

If we are requested to retain any original documents served, we shall retain such documents for a period of up to six years from the date of termination of our engagement after which all such documents, including any electronic records, shall be destroyed unless you request (by written instruction given prior to the end of such six year period) us to send any such documents and records to you at your expense.

You irrevocably authorise us to accept service on your behalf in accordance with these Terms.

The despatch of an email to the email address specified by you to us in writing or by electronic communication or the despatch of a letter by airmail to the address specified by you to us in writing or by electronic communication by depositing it with the postal authorities or a courier company shall fully discharge us of our duties hereunder. We shall not be responsible for any failure or delay in the receipt of communications by us.

Upon our written request, you shall send complete copies of the Relevant Documents to us.

Where we obtain any personal data in connection with the services that we provide, we will handle such personal data in accordance with our privacy notice which is available at www.maples.com/privacy/ or on request.

Our Fee

In consideration of the services to be provided by us under these Terms, you will pay our fee to us promptly (and in any event within two weeks) when invoiced by us.

Our Expenses

In addition to our fee, you shall reimburse us promptly (and, in any event within two weeks) upon demand for our out-of-pocket expenses for photocopying, fax, postage, courier charges and other communications charges and other such expenses properly incurred on your behalf.

Our Liability and Indemnity

We shall not be liable for any damages, losses, claims, liabilities, costs or expenses whatsoever suffered by you or any other person at any time from any cause whatsoever arising out of or in connection with these Terms unless caused by our own gross negligence, fraud or wilful default. No person shall be found to have committed gross negligence, fraud or wilful default under these Terms unless or until a court of competent jurisdiction shall have reached a final non-appealable determination to that effect.

You shall indemnify (on a full indemnity basis) and hold harmless each member of the Maples Group, including its successors and assigns and its respective partners (as defined at www.maples.com/legalnotices) (collectively, the "**Indemnified Persons**") and each of them, as the case may

be, against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) whatsoever which we or they or any of them may incur or be subject to in consequence of these Terms or as a result of the performance of our engagement or as a result of the performance of the services under these Terms except and to the extent that the same are as a result of the gross negligence, fraud or wilful default of us or the relevant Indemnified Person and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future. This indemnity provision shall survive termination of our engagement.

Termination

We may terminate our appointment under these Terms:

- (a) by giving at least 10 days' written notice if our fee remains unpaid for more than two months from the date of issue of the relevant invoice; and
- (b) by giving at least 5 days' written notice to you if you or any of your affiliates are in material breach of any regulatory law applicable to it or is subject to any international financial sanction or is otherwise designated as a person with whom any member of the Maples Group is prohibited from dealing.

You may terminate our appointment under these Terms by giving to us at least 30 days' written notice.

Termination of our appointment under these Terms shall not affect the provisions relating to Our Fees, Our Expenses, Our Liability and Indemnity and Non-Petition and Limited Recourse, which shall continue in full force and effect.

Notices

Until we receive written notice from you of a change of email address or postal address, notices to be given by us to you hereunder shall be deemed to have been properly sent if emailed and/or posted to the email address and/or address specified by you to us in writing or by electronic communication.

Until we notify you of a change of email address or postal address, notices to be given by you to us hereunder shall be deemed to have been properly sent if emailed and/or posted to:

Maples and Calder
11th Floor
200 Aldersgate Street
London EC1A 4HD

Attn: Process Agency
Email: processagency@maples.com

Service Not Exclusive

The services provided to you under these Terms are not exclusive and we shall be entitled to provide services of a like nature to those provided under these Terms to any other firm, person or corporation. These Terms shall not preclude us or any member of the Maples Group from acting for any party in respect of any proceedings, including, without prejudice to the generality of the foregoing, any proceedings against you and you hereby waive any actual or potential conflicts of interest

which may arise as a result of the Maples Group acting for any such party.

Assignment

We may at any time assign any of our rights under these Terms, or sub-contract any or all of our obligations under it.

Third Party Rights

No person other than you and us shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms except that each Indemnified Person may enforce the provisions relating to Our Liability and Indemnity.

The consent of any Indemnified Person is not required for any amendment to, or variation, release, rescission or termination of our engagement.

This Third Party Rights provision shall survive termination of our engagement.

Non-Petition and Limited Recourse

We shall have recourse only to your assets (excluding your share capital and fees owing to you) (the "**Available Assets**") for the discharge of any claims against you under these Terms (the "**Claims**"). Any Claims shall be pro-rated by reference to any other claims ranking pari passu therewith and subject at all times to any prior ranking claims thereon. If after the Available Assets shall have been properly realised and distributed and the net proceeds are insufficient for you to make all payments which, but for the effect of this provision, would then be due, your obligations to us under these Terms shall be limited to such net proceeds of realisation and discharged accordingly. Neither we nor any person acting on our behalf shall be entitled to take any further steps against you to recover any further sum, no debt shall be owed to any of such persons by you and your liability for any sum still unpaid shall be extinguished.

Neither we, nor any person acting on our behalf, shall be entitled to petition or take any corporate action or other steps or legal proceedings against you for your winding-up, dissolution, court protection, examinership, reorganisation, liquidation, bankruptcy or insolvency or for the appointment of a receiver, administrator, manager, administrative receiver, trustee, liquidator, examiner, sequestrator or similar officer in respect of you or any of your revenues or assets, provided that we or any person acting on our behalf may prove or lodge a claim in a liquidation initiated by another party.

Neither we, nor any person acting on our behalf, shall have any recourse against any of your directors, shareholders or officers in respect of any obligations, covenant or agreement entered into or made by you, save in the event of negligence, wilful default or fraud on the part of the relevant director, shareholder or officer.

This provision shall survive the termination of our engagement.

Governing Law and Jurisdiction

These Terms and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to it or its formation (including any non-contractual disputes or claims) are

governed by, and shall be construed in accordance with English law.

You and we irrevocably agree that the English courts shall have non-exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with these Terms and, for such purposes, irrevocably submit to the non-exclusive jurisdiction of such courts.