



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 (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 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 fax or by email (and proof of transmission of the fax or 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 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.

A despatch of a fax or email to the fax number or 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 be a good discharge of our duties hereunder. If we are unable to transmit notification to you by fax or by email, then it shall be sufficient for us to send to you the notification by airmail or courier.

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 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 in advance 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

You shall indemnify (on a full indemnity basis) and hold harmless any member of the Maples and Calder group, including its successors and assigns and its respective directors, officers, employees, agents and partners (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 they or any of them may incur or be subject to in consequence of our engagement 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 fraud or wilful default of 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.

We shall not be liable to you for any damages, losses, costs or expenses whatsoever at any time from any cause whatsoever

unless caused by our own fraud or wilful default. No person shall be found to have committed fraud or wilful default under this Agreement unless or until a court of competent jurisdiction shall have made a finding to that effect.

Term

We may terminate our engagement by giving to you at least 30 days' written notice and shall refund an appropriate portion of our fee if already paid.

You may terminate our engagement by giving to us at least 30 days' written notice but we shall not be obliged to refund any portion of our fee.

Termination of our engagement shall not affect the provisions relating to our fees and our expenses, which shall continue in full force and effect.

Notices

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

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

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

Attn: Process Agency
Fax: +44 20 7466 1700
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 and Calder group (whether a partnership, company or otherwise, as may be established from time to time) 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 and Calder 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

A person who is not a party to these Terms shall not 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.

Notwithstanding any other term of these Terms, the consent of any person who is not a party to these Terms (including, without limitation, 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.

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.

Each of the parties to these Terms irrevocably agrees 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 submits to the non-exclusive jurisdiction of such courts.