



## Entity Services Terms

In connection with the performance of certain Services as specified in an Entity management agreement, an Entity services agreement or an entity services agreement (each an "**Entity Services Agreement**"), References to MaplesFS shall be deemed to refer to MaplesFS and the applicable Maples Entity performing such Services, and the following terms shall apply to the performance of the specific Services set forth below:



## **Terms Relating to Board Support Services**

### **1 Interpretation**

- 1.1 Capitalised terms shall have the meanings given to such terms in the Entity Services Agreement to which these Terms relate.

### **2 Services to be Provided (the "Services")**

- 2.1 MaplesFS shall perform the following services in accordance with instructions received by it from the Company in relation to the meetings of the Directors of the Company for which it is engaged:
- (a) ascertain and confirm director and attendee availability for meetings;
  - (b) send meeting notices via electronic calendar invitations;
  - (c) draft the board meeting agenda and circulate to the Company for review and comment;
  - (d) liaise directly with service providers and the Company in order to collate board meeting packages;
  - (e) distribute collated board meeting packages to the board;
  - (f) initiate and attend board meetings as the secretary of such meeting, either via telephone or in person;
  - (g) subject to availability and capacity, provide meeting facilities at the offices of MaplesFS;
  - (h) provide telephonic conference facilities including, insofar as MaplesFS is able to provide, local international or toll-free phone numbers where specifically requested;
  - (i) coordinate board signatures on documentation approved at board meetings at which MaplesFS was appointed secretary in respect of such meeting;
  - (j) prepare and distribute minutes and action items from board meetings; and
  - (k) grant access to the MaplesFS Online Board Portal to those persons specified by the Company for the purposes of distributing board meeting packages and maintaining executed meeting minutes.

### **3 Documents and Information to be Supplied by the Company**

- 3.1 The Company shall promptly forward to MaplesFS copies of the following together with attachments (if any) to the extent reasonably necessary for the performance of such service:



- (a) any offering material (howsoever called) published in connection with the offering of shares in the Company and any updates thereto;
  - (b) notices and minutes of Directors' and shareholders' meetings (including committee and class meetings);
  - (c) written resolutions passed by the Directors or shareholders (including committee and class resolutions);
  - (d) letters of consent or resignation from the Directors or officers of the Company (the "**Officers**", which term shall include the Secretary), as well as any updates to the Registers of Directors, Officers or management shareholders of the Company; and
  - (e) powers of attorney or other documents (howsoever called) conferring authority on one or more persons to act on behalf of the Company.
- 3.2 The Company shall take all reasonable steps to satisfy itself that all capitalisation monies and other funds passing through the Company do not represent the proceeds of, and that it does not engage in, any unlawful activity.
- 3.3 MaplesFS may refuse to perform any or all of its obligations if, in its sole and unfettered discretion, to do so would constitute a criminal or regulatory offence in the relevant jurisdiction.

#### **4 Recording of Meetings**

- 4.1 The Company acknowledges and agrees that MaplesFS may at its discretion record any or all shareholder or board meetings it attends for the purpose of assisting with the preparation of minutes of such meetings. Any such recordings which are recorded or stored on MaplesFS' systems remain the property of MaplesFS at all times. For the avoidance of doubt, nothing in this section shall impose any obligations upon MaplesFS to record shareholder or board meetings or to either retain or provide copies of any recordings of any meetings which it does record.



## Terms Relating to Accounting Services

### 1 Interpretation

1.1 Capitalised terms shall have the meanings given to such terms in the Entity Services Agreement to which these Terms relate. In addition, the following words and expressions shall have the following meanings:

**"Articles"** means the memorandum of association and articles of association of the Company (or such other similar document(s) howsoever described) for the time being in force and as notified in writing to MaplesFS; and

**"Shareholder"** means the holder of a Share in the Company, or a limited partner in the Company if the Company is a partnership, or a unitholder if the Company is a unit trust.

### 2 Services to be Provided (the "Services")

2.1 Upon instruction to perform a Service below, MaplesFS shall (to the extent applicable to such Service), on the basis of information provided by the Company:

- (a) perform bookkeeping services to a trial balances level for the period then ended and thereafter until the termination of the Services in accordance with generally accepted accounting principles specified by the Company;
- (b) compile unaudited financial statements, including the balance sheet of the Company and related statements of income, changes in shareholder(s) equity, net assets and cash flows for the period then ended and thereafter until the termination of the Services. Unless otherwise advised, the unaudited financial statements will be prepared in accordance with generally accepted accounting principles specified by the Company;
- (c) prepare and maintain such books and records as may be required in connection with the preparation of the trial balances and unaudited financial statements, and otherwise as may be agreed between the parties and always in accordance with any laws or regulations of the relevant jurisdiction from time to time in force; and/or
- (d) liaise with the auditors of the Company in connection with the preparation of the Company's audited financial statements.

2.2 If the Company elects to omit certain or substantially all disclosures (if relevant) or if it elects to depart from the identified reporting framework, MaplesFS shall be entitled to include an additional paragraph, in whatever form it considers appropriate, in financial statements drawing attention to such matter.



- 2.3 The Company shall communicate any reporting deadlines to MaplesFS at least two (2) calendar months before such reporting deadline (as agreed between the parties in writing) arises.
- 2.4 MaplesFS shall not carry out an audit or review engagement procedures in relation to the unaudited financial statements and shall express no assurance on the financial information contained in the unaudited financial statements prepared by MaplesFS.
- 2.5 The Company is responsible for both the accuracy and completeness of the information supplied to MaplesFS and is responsible to the users of any information compiled by MaplesFS. This includes the maintenance of adequate accounting records and internal controls and the selection and application of appropriate accounting policies. MaplesFS is not responsible for disclosing whether any errors, illegal acts or other irregularities (for example fraud or defalcations) may exist. However, MaplesFS shall inform the Company of any such matters which come to its attention.
- 2.6 It is agreed that any financial information compiled by MaplesFS in performing the Services is intended for internal use only by the Company's Directors. The Company agrees to promptly inform MaplesFS if the intended use and distribution should change in any material respect. Unless MaplesFS gives prior express written consent, any distribution of such financial information compiled by MaplesFS in whole or in part (whether to obtain credit or for any other purpose, including forming a part of a public offering document or a registration statement filed with the United States Securities and Exchange Commission) to a party other than the Company's Directors, Shareholder(s) or the Company's auditor is expressly prohibited.
- 2.7 MaplesFS may refuse to perform any or all of the Services if, in its sole and unfettered discretion, to do so would constitute a criminal or regulatory offence in the relevant jurisdiction.
- 2.8 In the performance of the Services, MaplesFS shall at all times be subject to the overall supervision and control of, and review by, the Company.
- 2.9 In performing its duties generally, MaplesFS may take cognisance of the provisions of the Articles, but, nevertheless, it may assume, unless and until notified in writing to the contrary, that any Proper Instructions received by it are not in any way contrary to or in conflict with any provisions of the Articles, or any votes, resolutions, or proceedings of Shareholders or the directors of the Company.



## Terms Relating to Paying Agent Services

### 1 Interpretation

1.1 Capitalised terms shall have the meanings given to such terms in the Entity Services Agreement to which these Terms relate. In addition, the following words and expressions shall have the following meanings:

**"Articles"** means the memorandum of association and articles of association of the Company (or such other similar document(s) howsoever described) for the time being in force and as notified in writing to MaplesFS; and

**"Shareholder"** means the holder of a Share in the Company, or a limited partner in the Company if the Company is a partnership, or a unitholder if the Company is a unit trust.

### 2 Services to be Provided (the "Services")

2.1 MaplesFS shall in accordance with Proper Instructions received by it:

- (a) provide signatories on the Company's bank accounts from among MaplesFS' employees for the purpose of receiving certain proceeds to which the Company is entitled in the name of or on behalf of the Company with such bank or financial institution as MaplesFS, in consultation with the Company, considers appropriate;
- (b) immediately on receipt pay to, or deposit with or to the order of, the Company or to such other persons as specified in Proper Instructions, all monies received on behalf of the Company;
- (c) pay or cause to be paid, in so far as funds are available for the purpose, such expenses, bills, statements, or other obligations of the Company, and for these purposes to draw on the accounts of the Company over which it has authority; and
- (d) at its own expense provide or procure in the relevant jurisdiction such office accommodation, secretarial staff and other staff, equipment and facilities as may be required for the purpose of fulfilling the Services.

2.2 MaplesFS may refuse to perform any or all of the Services if, in its sole and unfettered discretion, to do so would constitute a criminal or regulatory offence in the relevant jurisdiction.



### **3 MaplesFS' Authority as Paying Agent**

- 3.1 MaplesFS may use the name of the Company and sign any letters or other documents for and on behalf of the Company where necessary and directly related to performing the Services.

### **4 Duties of the Company**

- 4.1 The Company shall promptly provide MaplesFS with all Proper Instructions and information enabling MaplesFS to perform the Services whether or not Proper Instructions have been sought by MaplesFS.

### **5 Right to Receive Advice**

- 5.1 If MaplesFS shall at any time be in doubt as to any action to be taken or omitted by it in the performance of the Services, it may request and shall receive directions or advice from the Company, or may obtain such legal, tax, financial administrative or other advice, as it may, acting reasonably, deem appropriate, as well as employ services from third parties on behalf of the Company and may, but shall not be required to, act thereon. The reasonable costs of obtaining any directions or advice pursuant to this section shall be borne by the Company. Where any such directions or advice are received by MaplesFS under this section, MaplesFS shall have no liability for any action taken or thing done (or omitted to be taken or done) pursuant thereto.



## Terms Relating to Registrar Services

### 1 Interpretation

1.1 Capitalised terms shall have the meanings given to such terms in the Entity Services Agreement to which these Terms relate. In addition, the following words and expressions shall have the following meanings:

<b>"Register"</b>	Means the register of Shareholders of the Company, to be situated in the Cayman Islands, or such other jurisdiction as may be agreed by MaplesFS;
<b>"Shares"</b>	means (as applicable in respect of the related Company): (i) if the Company is a company, the participating shares of the Company; (ii) if the Company is a partnership, the limited partnership interests of the Company, and (iii) if the Company is a unit trust, the units of the Company; and
<b>"Shareholder"</b>	means the holder of a Share in the Company, or a limited partner in the Company if the Company is a partnership, or a unitholder if the Company is a unit trust.

### 2 Services to be Provided (the "Services")

2.1 MaplesFS shall in accordance with Proper Instructions received by it:

- (a) keep and maintain the Register;
- (b) enter on the Register every allotment, issue, transfer, conversion, redemption and/or repurchase of Shares;
- (c) take, or procure that there are taken, reasonable and proper precautions for the safe custody of the Register and of all other documents held by it in performance of the Services;
- (d) receive and record (including by way of making appropriate amendments to the Register) grants of probate, letters of administration, powers of attorney, vesting orders, certificates of marriage or death, notices of change of name and other documents affecting the title to Shares or affecting the Register in accordance with MaplesFS' normal practice or in accordance with Proper Instructions;
- (e) make the Register available for inspection and supply copies of the Register as required by law or the constitutional documents of the Company or as directed by the Company; and



- (f) during MaplesFS's business hours in the Cayman Islands (or such other jurisdiction as may be agreed), permit the Company's auditor and any duly appointed agent or representative of the Company to inspect the Register.

2.2 MaplesFS shall not be required to do the following as part of the Services:

- (a) perform anti-money laundering searches or other compliance checks on any Shareholder on behalf of the Company;
- (b) issue statements, contract notes, certificates or any other documentation of any kind to any Shareholder;
- (c) respond to any enquiry of any kind from any Shareholder; or
- (d) make any payment or other distribution to any Shareholder.

2.3 MaplesFS may refuse to perform any or all of the Services if, in its sole and unfettered discretion, to do so would constitute a criminal or regulatory offence in the relevant jurisdiction.

### **3 Duties of the Company**

3.1 The Company shall promptly provide MaplesFS with all Proper Instructions and information enabling MaplesFS to perform the Services whether or not Proper Instructions have been sought by MaplesFS.

3.2 The Company shall:

- (a) promptly provide MaplesFS on request with all information regarding the identity of the Shareholders;
- (b) promptly provide MaplesFS with all Proper Instructions and information enabling MaplesFS to perform the Services whether or not Proper Instructions have been sought by MaplesFS including, without limitation, details of every allotment, issue, transfer, conversion, redemption and/or repurchase of shares;
- (c) not itself prepare, or instruct any other person to prepare, or issue any share certificates;
- (d) supply MaplesFS with blank forms of share certificates if required;
- (e) on receipt of any document affecting the title to the Shares, promptly send a copy of such document to MaplesFS;
- (f) retain, for a period of six years after the termination of the appointment of MaplesFS, every cancelled share certificate during the period of such appointment; and



- (g) promptly upon their adoption, provide MaplesFS with properly certified copies or authenticated copies of the constitutional documents and (promptly upon their adoption, execution or passing (as appropriate)) all amendments or supplements thereto and of all deeds, documents, votes, resolutions and other proceedings as may be necessary for MaplesFS to carry out the Services. MaplesFS shall not be deemed to have received notice of any resolutions, any changes contained in any amended constitutional documents or any deed or document unless and until the same are delivered to it pursuant to the provisions of this section.

Notwithstanding the sub-paragraph immediately above, to the extent that any amendment to the constitutional documents shall affect the provision of the Services, MaplesFS shall not be bound by or be deemed to have notice of any change contained in the new constitutional documents, unless MaplesFS shall have consented to such change.

#### **4 Anti-Money Laundering**

- 4.1 The Company understands and agrees that MaplesFS shall be responsible solely for compliance with its own obligations under the applicable anti-money laundering regulations and it shall not have any responsibility for ensuring that the Company is in compliance with any anti-money laundering obligations applicable to them in connection with the Services.

#### **5 Right to Receive Advice**

- 5.1 If MaplesFS shall at any time be in doubt as to any action to be taken or omitted by it in the performance of the Services, it may request and shall receive directions or advice from the Company, or may obtain such legal, tax, financial administrative or other advice, as it may, acting reasonably, deem appropriate, as well as employ services from third parties on behalf of the Company and may, but shall not be required to, act thereon. The reasonable costs of obtaining any directions or advice pursuant to this section shall be borne by the Company. Where any such directions or advice are received by MaplesFS under this section, MaplesFS shall have no liability for any action taken or thing done (or omitted to be taken or done) pursuant thereto.



## Terms Relating to Safekeeping Services

### 1 Interpretation

1.1 Capitalised terms shall have the meanings given to such terms in the Entity Services Agreement to which these Terms relate. In addition, the following words and expressions shall have the following meanings:

**"Shares"** means (as applicable in respect of the related Company): (i) if the Company is a company, the participating shares of the Company; (ii) if the Company is a partnership, the limited partnership interests of the Company, and (iii) if the Company is a unit trust, the units of the Company; and

**"Shareholder"** means the holder of a Share in the Company, or a limited partner in the Company if the Company is a partnership, or a unitholder if the Company is a unit trust.

### 2 Services to be Provided (the "Services")

2.1 MaplesFS shall in accordance with Proper Instructions received by it:

(a) accept and hold in safe custody on behalf of the Company:

- (i) documents of title or certificates or other documentation ("**Certificates**") evidencing title to any shares, securities, partnership interests or units of beneficial interest in any entity ("**Securities**"); and
- (ii) other assets of the Company ("**Other Assets**") provided that MaplesFS shall only provide safekeeping services in respect of Other Assets if it shall consent in writing to so act;

(b) make available to the Company a register listing all Certificates and Other Assets held by MaplesFS on behalf of the Company; and

(c) during MaplesFS's business hours in the Cayman Islands (or such other jurisdiction as may be agreed), permit the Company's auditor and any duly appointed agent or representative of the Company to inspect all Certificates and Other Assets held by MaplesFS on behalf of the Company.

2.2 Any Certificates or documents relating to the Company's title to the Securities and Other Assets held by MaplesFS shall be kept in such a manner generally that it is readily apparent that the Securities and Other Assets to which they relate belong to the Company and not to MaplesFS.



MaplesFS or its agents may utilise the facilities of recognised securities depositories or clearing agents in accordance with normal market practice.

- 2.3 MaplesFS acknowledges that the Securities and Other Assets are not subject to any lien, charge, right or retention or right of claim of any kind in favour of MaplesFS, or its creditors, or any of its sub-custodians, or its creditors, (save in respect of those jurisdictions where such an acknowledgement would contradict a provision of the law) and that the ownership of the Securities and Other Assets may be transferred in accordance with Clause 2.1(e) without the consent of MaplesFS or payment of any money or other value to MaplesFS other than as provided for under this Agreement.

### **3 Duties of the Company**

- 3.1 The Company shall promptly provide MaplesFS with all Proper Instructions and information enabling MaplesFS to perform the Services whether or not Proper Instructions have been sought by MaplesFS.



## **Terms Relating to Process Agent Services**

### **1 Interpretation**

- 1.1 Capitalised terms shall have the meanings given to such terms in the Entity Services Agreement to which these Terms relate.

### **2 Services to be Provided (the "Services")**

- 2.1 MaplesFS shall accept service of process at the physical business address of MaplesFS in the relevant jurisdiction (the "**Specified Address**") on behalf of the Company and forward the same to the Company and the Manager in accordance with the notice provisions of the Entity Services Agreement within five (5) Business Days of receipt.
- 2.2 The Specified Address shall be kept open during normal business hours (9am to 5pm local time) on Business Days in order to provide the Services.

### **3 Forwarding of Communications**

- 3.1 MaplesFS is not obliged to review any documents and communications received by it on behalf of the Company. MaplesFS shall use all commercially reasonable efforts to forward to the Company the documents and communications referred to in Clause 2.1 by email on the same Business Day as receipt provided that such documents and communications are received by MaplesFS before 2pm of that Business Day. Documents and communications received after 2pm on any Business Day may be sent to the Company on the next Business Day. Documents and communications will be sent to the Company by email in the first instance with the original to follow by courier. MaplesFS shall use such email address, facsimile number and address for the Company as notified to it by the Company in writing from time to time.



## Terms Relating to Anti-Money Laundering Verification and Monitoring Services

### 1 Interpretation

1.1 Capitalised terms shall have the meanings given to such terms in the Entity Services Agreement to which these Terms relate. In addition, the following words and expressions shall have the following meanings:

**"Shares"** means (as applicable in respect of the related Company): (i) if the Company is a company, the participating shares of the Company; (ii) if the Company is a partnership, the limited partnership interests of the Company, and (iii) if the Company is a unit trust, the units of the Company; and

**"Shareholder"** means the holder of a Share in the Company, or a limited partner in the Company if the Company is a partnership, or a unitholder if the Company is a unit trust.

### 2 Services to be Provided (the "Services")

2.1 MaplesFS shall procure:

- (a) that Know Your Customer ("**KYC**") documentation is collected, reviewed and maintained for the Shareholders;
- (b) the monitoring and checking, on a one-time or ongoing basis as agreed with the Company, of Shareholder names against certain global sanctions and watch lists as determined by MaplesFS, and the investigating of alerts as required; and
- (c) on reasonable request and on reasonable notice, provide the Company with a written summary of the KYC status of each Shareholder.

### 3 No Assumption of Responsibility for AML Compliance

3.1 The Company understands and agrees that MaplesFS shall be responsible solely for compliance with its own obligations under applicable anti-money laundering regulations and that MaplesFS shall not have any responsibility for ensuring that the Company is in compliance with any anti-money laundering obligations applicable to the Company. The sole obligations of MaplesFS shall be to perform the Services as specified in Clause 2.1.