



## Terms and Conditions for the Provision of Services by Maples Fiduciary Services (Delaware) Inc.

### Interpretation

These terms and conditions (these "**Terms**") set out the entire agreement between Maples Fiduciary, the Entity and the Invoicing Party for the provision of certain Services to the Entity and supersede any previous agreement (whether in writing, oral or by conduct) entered into between Maples Fiduciary, the Entity and the Invoicing Party prior to the date of these Terms. In these Terms the following words shall have the following meanings:

**"Business Day"** means a day (other than a Saturday, Sunday or legal holiday in Delaware) on which the Delaware Secretary of State is open for business;

**"Commencement Date"** means the date of incorporation of the Entity or the date from which Maples Fiduciary is appointed as registered agent of the Entity with the Delaware Secretary of State, if later;

**"Directors"** means the directors, general partners, managers and/or managing members, as the case may be, from time to time of the Entity;

**"Entity"** means the corporation, limited liability company, limited partnership or such other entity or prospective entity which has requested, directly or indirectly, that Maples Fiduciary provide it with registered agent services and which Maples Fiduciary has agreed to do under these Terms;

**"Fee Schedule"** means the schedule of fees published by Maples Fiduciary and in effect from time to time for the provision of registered agent facilities and related services which may be varied in accordance with the Variation provision of these Terms. The current Fee Schedule is available on request any time;

**"Governing Document"** means the certificate of incorporation, by-laws, limited liability company agreement or limited partnership agreement, as the case may be, or such other applicable constituent document(s) of the Entity as in effect from time to time and provided to Maples Fiduciary;

**"Invoicing Party"** means the party paying for the provision of the registered agent services by Maples Fiduciary under these Terms;

**"Maples"** means the firm of Maples and Calder and any entities, whether partnerships, companies or otherwise, owned or controlled by, or under common control with or affiliated with, Maples and Calder as may be established from time to time;

**"Maples Fiduciary"** means Maples Fiduciary Services (Delaware) Inc., a limited liability company formed under the laws of the State of Delaware, whose registered office is at 4001 Kennett Pike, Suite 302, Wilmington, DE 19807;

**"Services"** means the applicable services set out in Schedule 1 of these Terms; and

**"Specified Address"** means the physical business address of Maples Fiduciary in Delaware from which it provides the Services, being 4001 Kennett Pike, Suite 302, Wilmington, New Castle County, Delaware, 19807 or such other address as notified to the Entity from time to time.

In these Terms:

- (a) any reference to a Section, Clause or Schedule is to the relevant Section, Clause or Schedule of or to these Terms;
- (b) the Clause headings are included for convenience only and shall not affect the interpretation of these Terms;
- (c) use of the singular includes the plural and vice versa;
- (d) use of any gender includes all other genders;
- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (f) references to any document or agreement are to be construed as references to such document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time, provided that Maples Fiduciary has been notified of such amendments, variations, supplementations and novations in accordance with these Terms.

### Appointment of Maples Fiduciary as Registered Agent

With effect from the Commencement Date, Maples Fiduciary agrees to provide the relevant Services in and from the Specified Address in the State of Delaware, in each case in accordance with these Terms. The Entity's use of Maples Fiduciary's services shall be deemed and constitutes the Entity's acceptance of these Terms.

Maples Fiduciary may refuse to perform its obligations under these Terms, if, in its reasonable judgment, it would constitute a criminal or regulatory offense in the State of Delaware to do so.

### Information to be Supplied by the Entity

The Entity shall provide promptly on request from time to time by Maples Fiduciary any information Maples Fiduciary may require to enable it to perform the Services and comply with the laws of the State of Delaware or elsewhere, including but not limited to certified or authenticated copies of its Governing Document and any other relevant constituent documents.

### Services Non-Exclusive

Maples Fiduciary shall be at liberty to provide services of a like nature to any other person or persons it may think fit whether for its own account or that of any other person.

Neither Maples Fiduciary nor Maples, nor any entity, partnership or other person associated with Maples Fiduciary or Maples shall, in consequence of the appointment of Maples Fiduciary pursuant to these Terms or in consequence of any transaction

entered into by the Entity with Maples Fiduciary (or with Maples or with any such associate), be liable to account to the Entity for any profits (whether disclosed or not) accruing to Maples Fiduciary (or to Maples or any such associate) from, or by virtue of, any such transaction.

### Remuneration

The Entity shall pay Maples Fiduciary fees in accordance with the Fee Schedule in effect as at the Commencement Date. Any annual fees are payable on the Commencement Date and annually thereafter in advance of 1 January in each year (which shall not be pro-rated for part years), in accordance with the Fee Schedule in effect at the time when the relevant fee is invoiced.

The Entity shall also pay or reimburse Maples Fiduciary for its reasonable out-of-pocket expenses for photocopying, fax, telephone, printing, postage and other communications charges, as well as for any banking costs and the fees or charges of any government or official department, body or organization, and any other similar expenses, costs, fees or charges properly incurred by Maples Fiduciary on behalf of the Entity in connection with the performance of the Services. Further details of the rates and manner in which Maples Fiduciary charges for these costs is available on request.

All fees, expenses and disbursements payable to Maples Fiduciary pursuant to these Terms shall be paid net of any taxes or surcharges.

The Entity will ensure Maples Fiduciary has sufficient sums to pay any fees or taxes payable by the Entity which Maples Fiduciary has agreed to pay on behalf of the Entity as an additional service at least seven Business Days in advance of such obligations falling due and Maples Fiduciary may refuse to make any such payment on behalf of the Entity if the Entity fails to ensure Maples Fiduciary has sufficient sums to pay any such fees or taxes payable by the Entity to the State of Delaware or otherwise before such obligations fall due.

### Termination

The Entity or Maples Fiduciary may terminate these Terms at any time by giving not less than three (3) months' notice in writing to the other party.

Either party may terminate these Terms by giving at least fourteen (14) days' notice in writing to the other party at any time within twelve (12) months of the happening of any of the following events:

- (a) if the other party goes into liquidation or is dissolved (except as a voluntary liquidation or dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the party otherwise entitled to serve notice) or commits any other act of bankruptcy under applicable laws; or
- (b) if the other party commits any breach of its obligations under these terms and (if such breach shall be capable of remedy) fails to remedy such breach within thirty (30) days of receipt of notice served by the party entitled to serve notice requesting it to do so.

Subject to the following paragraph, on the termination of these Terms with respect to the Entity, Maples Fiduciary shall, at the expense of the Entity or its liquidator, as the case may be, deliver to the Entity, or as it shall direct, all books of account, records,

registers, correspondence and documents relating to the affairs of or belonging to the Entity and in the possession of or under the control of Maples Fiduciary, provided that Maples Fiduciary shall not be required to make any such delivery until full payment shall have been made to Maples Fiduciary of all fees and other monies due to it under these Terms.

Maples Fiduciary may retain at least one copy of the documents and information referred to in the preceding paragraph in order to comply with applicable laws, regulations, and internal record retention policies and shall not be required to expunge any documents or information from its servers or other electronic systems.

This Termination provision shall survive termination of these Terms.

### Legal Action

Maples Fiduciary shall not be required to take any legal action on behalf of the Entity other than as may be expressly agreed in writing. In no circumstances shall Maples Fiduciary take any such action unless it and its directors, officers, authorized signatories, employees and affiliates are fully indemnified and remunerated to its reasonable satisfaction for costs and liabilities.

### Instructions and Reliance

In performing its duties Maples Fiduciary shall be entitled to rely upon instructions given by, or purporting to be given by, a Director or other officer or authorized signatory of the Entity or by any legal adviser, manager or administrator appointed by the Entity.

### Indemnity and Release

Maples Fiduciary shall not be liable for any damages, losses, costs or expenses whatsoever to or of the Entity at any time from any cause whatsoever unless caused by Maples Fiduciary's own fraud, wilful misconduct or gross negligence.

The Entity agrees to indemnify and hold harmless Maples Fiduciary its successors and assigns and their respective members, managers, directors and officers, employees and agents (collectively, the "**Indemnified Persons**") and each of them, as the case may be, against any liabilities, actions, proceedings, claims, demand, costs, damages or expenses whatsoever which they or any of them may incur or be subject to in consequence of these Terms or as a result of the performance of these Terms except as a result of fraud, wilful misconduct or gross negligence of the relevant Indemnified Person. This indemnity shall expressly inure to the benefit of any such person existing or future.

No person shall be found to have committed fraud, wilful misconduct or gross negligence under these Terms unless or until a court of the State of Delaware shall have made a final non-appealable finding to that effect.

Unless caused by their fraud, the maximum aggregate liability of the Indemnified Persons under these Terms is limited to an amount not exceeding three times the fees paid to Maples Fiduciary under these Terms in the twelve-month period prior to:

- (a) the final non-appealable determination of liability by a court of the State of Delaware; or
- (b) the termination of Maples Fiduciary's appointment under these Terms,

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whichever is greater.

This Indemnity and Release provision shall survive termination of these Terms.

#### **Forwarding of Communications**

Maples Fiduciary is not obliged to review any documents and communications received by it on behalf of the Entity. Maples Fiduciary shall use all commercially reasonable efforts to forward to the Entity the documents and communications received by Maples Fiduciary and addressed to the Entity within three business days of receipt by Maples Fiduciary. Documents and communications will be sent to the Entity by email or fax in the first instance with the original to follow by courier if requested by the Entity. Maples Fiduciary shall use such email address, fax number and address for the Entity as set out in these Terms, unless notified otherwise by the Entity in writing from time to time.

The Entity shall inform Maples Fiduciary promptly in writing in the event that its contact details change, and Maples Fiduciary shall have no liability to the Entity or any other person for any loss or delay caused by the Entity changing any such details without so informing Maples Fiduciary.

Maples Fiduciary shall not be liable to the Entity for the late receipt by the Entity or non-delivery of any correspondence and other communications which Maples Fiduciary receives on behalf of the Entity from third parties which has been forwarded to the Entity pursuant to these Terms, absent fraud, willful misconduct or gross negligence on the part of Maples Fiduciary.

#### **Assignment**

The rights and obligations of the parties under these Terms may not be assigned or novated by any party without the written consent of the other party save only that Maples Fiduciary may assign or novate its rights and obligations under these Terms to any other Maples entity in the State of Delaware without such written consent. Maples Fiduciary shall provide written notice to the Entity of such assignment.

The Entity agrees to cooperate with Maples Fiduciary in connection with any statutory filings that may be required to be made with the Delaware Secretary of State as a consequence of any assignment or novation of rights and obligations under these Terms by any party. In the event that the rights and obligations of Maples Fiduciary under these Terms are assigned or novated by Maples Fiduciary to another Maples entity in the State of Delaware, Maples Fiduciary will bear the costs of any statutory filings which may be required in the State of Delaware.

#### **Miscellaneous**

Maples Fiduciary, at its own expense, will provide or procure in the State of Delaware such office accommodation and staff, equipment and facilities as may be required for the purpose of fulfilling the Services.

Nothing in these Terms shall constitute a partnership between the Entity and Maples Fiduciary.

The directors, officers, employees or agents of Maples Fiduciary shall not be deemed to be employees of the Entity or entitled to any remuneration or other benefits from the Entity (other than as Indemnified Persons pursuant to these Terms).

For the avoidance of doubt, the Entity agrees that Maples Fiduciary is not responsible for the commercial structuring of the Entity or for the rendering of investment, commercial, accounting,

legal, tax or any other advice whatsoever to the Entity or any other person.

#### **Maples eServices**

The Entity acknowledges and agrees that Maples Fiduciary procures the services of the Maples eServices web-based extranet site ([www.mapleseservices.com](http://www.mapleseservices.com)) (the "**eServices Site**") from another Maples entity. Maples Fiduciary agrees to procure from its affiliate the use of the eServices Site by the Entity and the eServices Users (as defined below).

The Entity acknowledges and agrees that the terms and conditions under which the Entity uses the eServices site are separate from these Terms. The eServices site's terms and conditions ("**eServices Terms**") are posted on the eServices site. In the event of a conflict between these Terms and the eServices Terms, these Terms shall prevail for all Services other than those specified in Schedule 1 section 5, for which the eServices terms shall prevail.

The Entity acknowledges that it and/or certain of its officers, Directors, employees, agents, nominees or delegates (collectively the "**eServices Users**") will have access to the eServices Site pursuant to these Terms and the eServices Terms, and that such eServices Users will have the ability to upload documentation onto the eServices Site and to delegate access rights to the eServices Site to other persons. The Entity acknowledges and agrees that:

- (a) any documents, materials or other information of any kind added to the eServices Site by any eServices User (the "**User Information**") shall be solely the responsibility of the Entity, and that Maples Fiduciary and its affiliates make no representations and provide no warranties (whether express or implied by law) as to, and shall not be liable in any way for, the accuracy, completeness or reliability of the User Information or of any information contained on the eServices Site;
- (b) delegation of access rights by eServices Users shall be solely the responsibility of the Entity;
- (c) in accordance with the eServices Terms, Maples Fiduciary and its affiliates make no representations and provide no warranties (whether express or implied by law) as to, and shall not be liable in any way for and shall not be bound by any information contained on the eServices Site; and
- (d) Maples Fiduciary and its affiliates shall not be liable for any damages, losses, costs or expenses whatsoever to or of the Entity at any time as a result of the use of the eServices Site, the addition of the User Information thereto, or the delegation of access rights by an eServices User.

#### **Data Protection**

The Entity acknowledges and agrees that Maples Fiduciary may collect, process and store materials, data, information and content relating to the Entity, or its principals, affiliates, members, partners, shareholders, directors, officers, employees and agents ("**Data**") and that such Data may be transferred, disclosed, stored, processed and maintained by Maples electronically on servers, or in hard copy or original format, in a number of different jurisdictions, including, and outside of, the State of Delaware, the

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United States of America and/or any of the other jurisdictions where Maples has a presence. In this regard, the Entity explicitly consents to the transfer of all Data, into and out of any such jurisdictions (subject always to the confidentiality obligations of Maples Fiduciary set forth below).

### Confidentiality

It is agreed between the Entity and Maples Fiduciary (each a "**Party**" and together, the "**Parties**") that neither Party shall, at any time, disclose to any other person and shall treat as confidential, any information relating to the business, finances or other matters of the other Party, which such Party has obtained as a result of its relationship with the other Party under these terms and conditions, save where the information is or was:

- (a) already known to the recipient;
- (b) in the public domain or becomes public knowledge otherwise than as a result of the unauthorized or improper conduct of the disclosing Party;
- (c) disclosed as required by any law or order of any court, tribunal or judicial equivalent, or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental, supervisory or other regulatory agency or taxation authority;
- (d) disclosed for legitimate business purposes to affiliates, professional advisors, service providers or agents, engaged by one of the Parties, who receive the same under a duty of confidentiality;
- (e) made available by a third party who is/was entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other Party; or
- (f) disclosed with the consent of the other Party.

The Parties shall ensure, and it is deemed to be understood and relied upon, that any confidential information provided to the other Party in relation to any principals, affiliates, members, partners, shareholders, directors, officers, employees and agents ("**Third Parties**") of the disclosing Party is and has been provided with the consent and acceptance of the relevant Third Parties, which the disclosing Party will be responsible for obtaining.

### Record Retention

The Entity acknowledges and agrees that Maples Fiduciary, by itself or through an affiliate or agent, may generate, receive, transfer, disclose, retain and process Data in relation to the Entity, whether confidential or not, either in original format, hard copy or electronic format, within or outside of the State of Delaware, the United States of America and/or in any other jurisdictions whether or not Maples has a presence, including jurisdictions which may not have equivalent data protection requirements to the State of Delaware or the United States of America. In this regard, the Entity explicitly consents to the transfer of all Data into and out of any such jurisdictions. The Entity further acknowledges and agrees that Maples may be obliged to retain such Data for a period of time after the termination of these terms and conditions and may be requested, required or compelled to disclose such Data to third parties.

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### Anti-Bribery

Maples Fiduciary has policies and procedures in place relating to bribery and corruption. Maples Fiduciary will not on the Entity's behalf or otherwise: (a) make any payment, offer or promise to pay money or anything of value to any public official for the purpose of influencing the act or decision of, or for securing an improper advantage from such public official; or (b) make any payment, offer or promise to pay money or anything of value to any other person or entity if such payment, offer or promise is made for the purpose of influencing or securing any improper advantage; or (c) undertake any activities which will result in a contravention of any anti-bribery legislation applicable to Maples Fiduciary.

### Notices

Any notices to be given and any correspondence or communications to be delivered or forwarded pursuant to these Terms shall be sufficiently served, delivered or forwarded if sent by email, prepaid airmail or by fax transmission and shall be deemed to be given (in the case of email and fax transmission at 10:00am on the next business day in the place of receipt following dispatch) or (in the case of the post) five days after the dispatch thereof and shall be sent:

- (a) in the case of Maples Fiduciary, to the Specified Address or by fax to fax number + 1 (302) 731 1612 (marked for the attention of Global Head of Fiduciary) or by e-mail to delaware@maples.com;
- (b) in the case of the Entity, to such correspondence address, fax number or email address as specified by the Entity in writing on or about the Commencement Date;
- (c) to such other correspondence address, fax number or email address or for the attention of such other person as may from time to time be notified by one party to the other party by notice given in accordance with the provisions of these Terms; and
- (d) in the absence of any address specified or notified pursuant to (b) and (c) above, to such other address as Maples Fiduciary in its sole and absolute discretion considers appropriate.

### Severance

If any provision in these Terms are determined to be void or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall not affect the remaining provisions of these Terms and such void or unenforceable provisions shall be deemed to be severable from any other provision of these Terms.

If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

### Variation

The Entity acknowledges and agrees that Maples Fiduciary may, in its sole discretion, at any time and from time to time change, alter, adapt, add or remove portions of these Terms (including the Fee Schedule) and, if Maples Fiduciary does so, Maples

Fiduciary will post any such changes on its website (www.maples.com) bearing the date on which such Terms came into effect. The current version of these Terms is also available on the website. The Entity's continued use of Maples Fiduciary's services following any such change shall be deemed and constitutes the Entity's acceptance of those changes and the Entity acknowledges and agrees to be bound by the current version of these Terms at all times and that unless stated in the current version of these Terms all previous versions shall be superseded by the current version.

**Entire Agreement**

These Terms supersede all previous agreements between the Entity and Maples Fiduciary for the provision of registered agent services and the services set out in Schedule 1 to these Terms to the Entity. These Terms set out the entire agreement and understanding between the parties relating to its subject matter.

**Governing Law and Jurisdiction**

These Terms are governed by, and shall be construed in accordance with, the laws of the State of Delaware and each party irrevocably agrees to (i) submit to the exclusive jurisdiction of the courts of the State of Delaware over any claim or matter arising under or in connection with these Terms and (ii) to service of process by mail.



## Schedule 1

### Services to be provided by Maples Fiduciary

Maples Fiduciary shall perform the following Services, in each case in accordance with the laws of the State of Delaware and written instructions received from the Entity:

#### Incorporation/Formation

- (a) Check and reserve Entity names with the Delaware Secretary of State;
- (b) File incorporation or formation documentation with the Delaware Secretary of State in respect of a relevant Entity; and
- (c) Arrange for the production of a corporate seal for an Entity, if applicable.

#### Registered Agent

- (a) Provide the registered office of the Entity in the State of Delaware;
- (b) Accept service of process on behalf of the Entity in the State of Delaware and forward the same to the Entity;
- (c) Accept correspondence from the Delaware Secretary of State on behalf of the Entity;
- (d) Accept on behalf of the Entity any statements issued by the Delaware Secretary of State relating to annual Delaware franchise tax or other applicable Delaware tax or fee payable by the Entity to the State of Delaware and (if applicable) any reminders to file its associated annual report and forward the same to the Entity;
- (e) Keep a record of the name, business address and business telephone number of a natural person that acts as the Entity's principal communications for the purpose of compliance with Delaware law;
- (f) Prepare and maintain such books and records in the State of Delaware as are required to be maintained in the State of Delaware in such manner and form as may be agreed in writing between the Entity and Maples Fiduciary from time to time; and
- (g) Provide such related and ancillary administrative/clerical services or filings as may reasonably be requested by the Entity from time to time.

#### Assistance with Filings

- (a) Assist the Entity to pay annual Delaware franchise tax for Delaware LLCs or LLPs (initially completing

for review by the Entity any required forms) and assist the Entity to pay and file any corporation franchise tax and annual report forms (initially completing for review by the Entity any required forms, if applicable);

- (b) Assist the Entity to apply for an "Employer Identification Number" by completing for review by the Entity Form SS-4 and by submitting the completed form to the IRS using the IRS online of fax application process; and
- (c) Assist the Entity to register in relevant US states by completing for review by the Entity the relevant documentation to qualify the Entity to do business in the relevant US state.

#### Process Agent Only

Accept service of process on behalf of the Entity in the State of Delaware and forward the same to the Entity.

#### Entity Management

Prepare and maintain books and records in such manner and form as may be agreed in writing (which may include email) between the Entity and Maples Fiduciary from time to time.

#### Maples eServices

Make the Maples eServices web-based extranet site available to the Entity and its delegates providing access to core Entity information including entity records, billing information, key documents, important news and online conferencing upon the usual terms and conditions for use as published on the Maples eServices website from time to time.

#### Additional Services Outside the State of Delaware

On reasonable written request from the Entity, on such terms and for such additional fees as may be agreed in writing from time to time, procure the provision of registered agent or similar services in other states of the United States of America and/or arrange for the filing of documents or process agent services in other states of the United States of America.