



## Terms and Conditions for the Provision of Conflicts Review Services by Maples NR Services (Cayman) Limited

### Interpretation

These terms and conditions (the "**Terms**") set out the entire agreement between the Entity and MaplesFS for the provision of conflicts review services to the Entity. In these Terms, the following capitalised words and expressions shall have the following meanings:

**"Affiliate"** means in relation to any person or entity, any other person or entity that controls, is controlled by or is under common control with such person or entity;

**"Affiliated Trade"** means the purchase and sale of equity securities, bonds, derivatives, and other investments (collectively, "**Investments**") and financial instruments on behalf of the Entity by the Investment Manager that, among other things, may be made, originated, or brokered by affiliates of the Investment Manager for a person other than the Entity or Investments for which affiliates of the Investment Manager may act as principal;

**"Confidential Information"** means all information disclosed (whether in written or other form) in confidence or which by its nature ought to be regarded as confidential by or on behalf of a party (the "**Disclosing Party**") to another party (the "**Receiving Party**"), including any business information which is not directly applicable or relevant to the arrangements contemplated by these Terms;

**"Directors"** means, as applicable, the directors, managers, general partner or trustee of the Entity;

**"Effective Date"** means the date on which the Entity engaged MaplesFS to provide the Services by accepting the Services in writing (which may include email);

**"Electronic Transactions Act"** means the Electronic Transactions Act (As Revised) of the Cayman Islands;

**"Entity"** means the company, partnership, trust or other entity to which MaplesFS provides the Services;

**"Indemnified Person"** means each of MaplesFS, its successors and permitted assigns and their respective directors, officers, shareholders, employees and agents and where any of these are companies, their respective directors, officers, shareholders, employees and agents;

**"Investment Management Agreement"** means the investment management agreement entered into between the Entity and the Investment Manager and pursuant to which the Investment Manager is appointed to act as the investment manager of the Entity;

**"Investment Manager"** means the party appointed by the Entity to act as investment manager of the Entity, being a U.S. registered investment adviser;

**"Maples Group"** means MaplesFS and all other direct and indirect subsidiaries of Maples International Holdings Limited as

well as the Cayman Islands partnership known as The Maples Group Partnership, and all the entities and undertakings using the name "Maples", "Maples and Calder" or "MaplesFS", including any derivation thereof, listed at [www.maples.com/legalnotices](http://www.maples.com/legalnotices);

**"MaplesFS"** means Maples NR Services (Cayman) Limited whose principal office is at PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands; and

**"Request for Consent"** means the form of request for consent agreed between the Entity and MaplesFS.

In these Terms:

- (a) any reference to a Company which is constituted as a limited partnership shall mean such limited partnership acting through its general partner and any reference to a Company which is constituted as a trust shall mean such trust acting through its trustee;
- (b) section 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;
- (f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;
- (g) 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, updated, supplemented, substituted or novated from time to time;
- (h) no person shall be found to have committed actual fraud or wilful default unless or until a court of the Cayman Islands has reached a final non-appealable determination to that effect; and
- (i) sections 8, 17 and 19(3) of the Electronic Transactions Act shall not apply.

### Services

The Entity acknowledges that each Affiliated Trade would constitute a transaction within the meaning of section 206(3) of the US Advisers Act, which requires that such Affiliated Trades must first be reviewed and approved by the Entity or its designee. The Entity, in its sole discretion, has determined after due consideration to appoint MaplesFS as an independent third party to act on its behalf to perform conflicts reviews in relation to the



Affiliated Trades and MaplesFS has agreed to so act, subject to these Terms.

With effect from the Effective Date, MaplesFS shall perform conflicts reviews for and on behalf of the Entity in relation to the Affiliated Trades (the "**Services**") and in so doing, MaplesFS will:

- (a) provide or withhold consent to the purchase of Affiliated Trades solely for the purposes of section 206(3) of the Advisers Act on the basis of the representations provided by the Investment Manager, substantially in the form of the Request for Consent; and
- (b) prepare and maintain records of its review of each Affiliated Trade.

In performing the Services, MaplesFS may:

- (a) review the written disclosure and representations provided by the Investment Manager, substantially in the form of the Request for Consent, with respect to an Affiliated Trade;
- (b) request any additional information from the Investment Manager about an Affiliated Trade that MaplesFS reasonably deems appropriate; and
- (c) consult with the Entity as is reasonably required from time to time to facilitate the performance of the Services.

The Entity shall ensure to the extent that it is able to do so, that pursuant to its obligations under the Investment Management Agreement, the Investment Manager will, prior to the completion of any Affiliated Trade, provide MaplesFS with the completed and signed Request for Consent and any other information reasonably requested by MaplesFS, so as to enable MaplesFS to be able to make a determination on behalf of the Entity as to provide or withhold consent in accordance with these Terms.

Upon receipt of the Request for Consent, MaplesFS shall, within a reasonable timeframe thereafter, inform the Investment Manager on behalf of the Entity whether it consents to the proposed Affiliated Trade.

The criterion which MaplesFS shall apply in providing or withholding consent are as follows:

- (a) the reasonableness of the pricing of the proposed Affiliated Trade, taking into account whether the transaction price is within the range of comparable price indicators provided in the Request for Consent;
- (b) the decision of any third parties which are not affiliates of the Investment Manager to participate on terms similar to that in the proposed Affiliated Trade;
- (c) any ancillary benefits or additional compensation that will be received by the Investment Manager as a result of the proposed Affiliated Trade; and
- (d) any such other considerations as MaplesFS determines to be relevant based on the particular circumstances of the proposed Affiliated Trade, which

include a request to the Investment Manager or the Entity to request that the Investment Manager provide to MaplesFS further information about the proposed Affiliated Trade.

If MaplesFS does not receive a Request for Consent containing all of the representations and fully completed information as required in Request for Consent, or otherwise receives insufficient Affiliated Trade information from the Investment Manager to make a determination whether to approve or reject a proposed Affiliated Trade, MaplesFS shall reject the proposed Affiliated Trade.

MaplesFS is entitled to rely solely on the information provided by the Investment Manager and is entitled to assume the accuracy and completeness of such information and is not required to undertake any independent investigation of the information or the proposed Affiliated Trade (other than any information MaplesFS has deemed necessary to obtain or request).

The parties acknowledge that, in order for MaplesFS to perform the Services with respect to Affiliated Trades that involve specialised financial instruments, MaplesFS will need to be kept updated generally with information about market developments in such instruments and therefore the Entity undertakes to ensure that the Investment Manager regularly sends to MaplesFS available information about the kind of instruments it is likely to have to consider in performing the Services (including, without limitation, relevant market reports, information about the changes in base case pricing assumptions and the like). Any failure to keep MaplesFS sufficiently apprised of the characteristics of the financial instruments it is to consider in performing the Services may leave MaplesFS unable to consent to the Affiliated Trade involving such instruments.

The Entity's use of MaplesFS' services shall be deemed and constitutes the Entity's acceptance of these Terms.

#### **Remuneration**

As remuneration for performing the Services, MaplesFS shall be entitled to receive a fee in such amount as agreed in writing (which, for the avoidance of doubt, includes email).

The fees may be increased by MaplesFS from time to time by agreement in writing with the Entity.

The Entity shall also pay or reimburse MaplesFS for its reasonable and properly incurred out-of-pocket expenses for photocopying, telephone (including international and/or toll free telephone services which may be provided by an external service provider at the request of the Entity), printing, postage and other communications charges, document handling and archiving, and any other similar expenses, costs, fees or charges paid by MaplesFS on behalf of the Entity in connection with the performance of the Services including notary or other such fees whether or not the prior approval of the Entity has been sought or obtained.

If MaplesFS is requested to undertake any services not covered in these Terms, it shall inform the Entity that such services are not covered by these Terms and, if MaplesFS agrees to provide such services, unless otherwise agreed, MaplesFS shall charge

the then applicable fixed rate for such service or, if inapplicable or higher, the then applicable time charges incurred by MaplesFS' officer(s) and/or employee(s) in carrying out such services.

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

#### **Duties of the Entity**

The Entity shall provide the following promptly on request from time to time by MaplesFS:

- (a) a written explanation of the nature of the Entity's business and source of funds and an indication of actual and expected turnover;
- (b) evidence satisfactory to MaplesFS of the identity of, and references in relation to, (i) each of the members and principal beneficial owners of the Entity holding not less than a 10% interest in the Entity or with principal control over the Entity's assets; (ii) the Directors and (iii) any person (or persons) on whose instructions MaplesFS may act in relation to the Entity; and
- (c) such other information and documentation as MaplesFS may from time to time reasonably require in relation to the Entity, its Directors, members or activities including in relation to the steps taken pursuant to the following paragraph.

The Entity shall take all reasonable steps to satisfy itself that all capitalisation monies and other funds passing through the Entity do not represent the proceeds of, and that it does not engage in, any unlawful activity.

MaplesFS may refuse to perform any or all of its obligations under these Terms if, in its sole and unfettered discretion, to do so would constitute a criminal or regulatory offence in the Cayman Islands.

#### **Instructions and Reliance**

In performing the Services, MaplesFS shall be entitled to rely upon instructions given by, or purporting to be given by, a Director or other officer or authorised signatory of the Entity or by any legal adviser, manager or administrator appointed by the Entity.

MaplesFS may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or information or assertion contained in such a writing or instrument (including any supporting documents provided by the Entity or the Investment Manager in conjunction with the delivery of a Request for Consent) and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorised to do so.

In performing the Services, MaplesFS shall at all times be subject to the overall supervision and control of, and review by, the Entity

#### **Representations and Warranties**

MaplesFS represents and warrants to the Entity that:

- (a) it is duly incorporated and in good standing under the laws of the Cayman Islands and has and shall at all times have the necessary power to enter into and perform its obligations under these Terms and has duly authorised the entry into these Terms;
- (b) these Terms constitute its legal, binding and enforceable obligation;
- (c) the execution, delivery, observance and performance by MaplesFS of these Terms shall not result in any violation of any law, statute, ordinance, rule or regulation applicable to it; and
- (d) it has obtained all the necessary authorisations and consents to enable it to enter into these Terms and the necessary authorisation and consents shall remain in full force and effect at all times during the term of these Terms.

The Entity represents and warrants to MaplesFS that:

- (a) it is duly incorporated and is in good standing under the laws of the jurisdiction of incorporation and has and shall at all times have the necessary power to enter into and perform its obligations under these Terms and has duly authorised entry into these Terms;
- (b) these Terms constitute its legal, binding and enforceable obligation;
- (c) the execution, delivery, observance and performance by the Entity of these Terms shall not result in any violation of any law, statute, ordinance, rule or regulation applicable to it; and
- (d) it has obtained all the necessary authorisations and consents to enable it to enter into these Terms and the necessary authorisation and consents shall remain in full force and effect at all times during the term of these Terms.

The Entity hereby covenants with and undertakes to MaplesFS that it shall not use or permit the use of MaplesFS' name in any document, publication or publicity material relating to the Entity (including, but not limited to notices, circulars, promotional and sales literature, advertisements or stationery) without the prior written consent of MaplesFS.

#### **Responsibility and Limitation of Liability**

No Indemnified Person shall be liable to the Entity or any other person for any damage, loss, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Entity or any other person at any time from any cause whatsoever unless arising directly as a result of the Indemnified Person's actual fraud or wilful default. The remaining provisions of this "Responsibility and Limitation of Liability" section shall not be construed so as to limit the generality of this paragraph.

MaplesFS shall not be liable for (i) any consequential, indirect or special loss or damage; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with these Terms, in each case whether or not MaplesFS has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt MaplesFS shall not be so liable for any loss of goodwill or reputation.

MaplesFS shall not be required to take any legal action (including the institution or defence of any proceedings) on behalf of the Entity.

Notwithstanding any other provision of these Terms, MaplesFS shall not be responsible for the performance of any other function carried out by the Directors, the Investment Manager or any other service provider on behalf of the Entity. The Entity acknowledges that the Investment Manager shall be solely responsible for making any determination as to whether consent under section 206(3) of the Advisers Act by the Entity to a particular transaction is necessary or desirable and MaplesFS shall have no obligation to make, or liability for, any such determination. In addition, the Entity acknowledges that the Investment Manager is solely responsible for completing the Request for Consent and for providing all relevant information therein to MaplesFS.

Unless caused by their actual fraud, the maximum aggregate liability of all Indemnified Person(s) under these Terms shall be limited to an amount not exceeding three times the fees paid to MaplesFS for the Services in the twelve month period prior to:

- (a) the final non-appealable determination of liability by a court of the Cayman Islands; or
- (b) the termination of these Terms,

whichever is greater.

The provisions of this "Responsibility and Limitation of Liability" section shall survive the termination of these Terms.

#### **Indemnity**

The Entity agrees to indemnify and hold harmless the Indemnified Persons 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 (an "**Indemnified Loss**") which they or any of them may incur or be subject to over any claim or matter arising under or in connection with these Terms or as a result of the performance of these Terms or as a result of the performance of the Services and/or arising out of, or in connection with any delay or failure by the Entity to perform its obligations under these Terms, except to the extent that the same are a result of the actual 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.

An Indemnified Person shall be entitled to receive regular advances from the Entity to cover the cost of defending an Indemnified Loss provided that the Indemnified Person enters into a written agreement that all such advances shall be repaid

to the Entity (without interest) if a court of the Cayman Islands has reached a final non-appealable determination that the Indemnified Person is not entitled to the indemnity under the first paragraph of this section.

If an Indemnified Person is found to have committed actual fraud or wilful default all advances made pursuant to the paragraph immediately above shall be reimbursed to the Entity.

The provisions of this "Indemnity" section shall survive the termination of these Terms.

#### **Delegation of Services**

MaplesFS shall be entitled to appoint such nominees, agents and delegates (each a "**Delegate**") as it sees fit to perform in whole or in part any of the Services. MaplesFS shall remain liable for any loss caused by such Delegate but only to the extent that it would have been liable for such loss under these Terms if such loss were caused by MaplesFS itself. The fees and other remuneration of any such Delegate shall (unless specifically agreed otherwise) be paid by MaplesFS out of its own fees received pursuant to these Terms.

#### **No Commercial Advice**

For the avoidance of doubt the Entity agrees that MaplesFS is not responsible for the commercial structuring of the Entity or its business, its investment strategy or objectives or for the rendering of investment, commercial, legal, accounting or any other advice whatsoever to the Entity or any other person or for evaluating any such advice otherwise received by the Entity or the Directors.

In performing the Services, MaplesFS is not providing the Investment Manager nor the Entity with any advice as to how the Investment Manager should exercise the discretionary investment decision making power that has been delegated to it in relation to the investment of the assets of the Entity, in particular MaplesFS is not providing any advice on price, suitability or terms and conditions of the Affiliated Trade.

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

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 Entity, and may, but shall not be required to, act thereon. 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.

#### **Force Majeure**

In these Terms, the expression "**Force Majeure**" shall mean each (or combinations) of the following causes affecting the performance by a party of its obligations under these Terms:

- (a) "act of God", explosion, fire, accident, lightning, tempest, hurricane, earthquake, flood, fog or bad weather;
- (b) outbreak of war, hostilities, riot, civil disturbance, act of terrorism;

- (c) pandemic, epidemic, disease, outbreak, communal medical event, quarantine, shelter in place order, or similar occurrence;
- (d) strikes and labour disputes of all kinds (other than strikes or labour disputes of the party claiming the Force Majeure event);
- (e) compliance with any law or governmental order; and
- (f) any cause or circumstances of any kind beyond the reasonable control of the party seeking to rely on the delay.

If either party is prevented or delayed in the performance of any of its obligations under these Terms by any of the events in the first paragraph of this section, that party shall as soon as practicable serve notice in writing on the other party, specifying the nature and extent of the circumstances giving rise to Force Majeure. Subject to service of such notice and to the fourth paragraph of this section, such party shall have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events, or for any loss or damage suffered by the other party as a result of such non-performance, during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

If either party is prevented from performing its obligations for a continuous period in excess of three months, either party may terminate these Terms immediately on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist (save that the provisions of the "Responsibility and Limitation of Liability", "Indemnity" and "Confidential Information" sections shall remain in force).

The party claiming to be prevented or delayed in the performance of any of its obligations under these Terms by reason of Force Majeure shall use reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which these Terms may be performed despite the continuance of the Force Majeure event.

#### **Confidential Information**

The Entity and MaplesFS shall, at all times, treat as confidential and not disclose to any other person the Confidential Information, save where it is or was:

- (a) already known to the Receiving Party;
- (b) in the public domain or becomes public knowledge otherwise than as a result of the unauthorised or improper conduct of the Receiving 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 business purposes to Affiliates, professional advisors, service providers or agents, engaged by the Entity or MaplesFS, who receive the same under a duty of confidentiality;
- (e) disclosed by MaplesFS to an Affiliate for risk management and regulatory purposes;
- (f) 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; or
- (g) disclosed with the consent of the Disclosing Party.

The Entity and MaplesFS shall ensure, and it is deemed to be understood and relied upon, that any Confidential Information relating to any principals, Affiliates, shareholders, directors, officers, employees and agents of the Disclosing Party is and has been provided with its or their consent which the Disclosing Party will be responsible for obtaining.

#### **Electronic Communication**

MaplesFS may communicate by e-mail in providing the Services. E-mail communication is not secure and can be subject to possible delay, data corruption, interception, amendment or loss. The Entity accepts the inherent risks of communicating by e-mail including the possible unauthorised interception, redirection, copying or review of e-mails and attachments and the transmission of viruses. The use of e-mail by MaplesFS to communicate and transmit information will not in and of itself constitute a breach of MaplesFS' confidentiality obligations under these Terms.

The terms of this "Electronic Communication" section shall survive the termination of these Terms.

#### **Use of Technology and Artificial Intelligence**

In providing services to the Entity, MaplesFS may use a range of technologies provided by third-party service providers. Such technologies may include, but are not limited to, those that facilitate minute-taking, document digitisation, document automation, audio transcription, remote conferencing, workflow management, electronic discovery, and digital signature, including those that may utilise artificial intelligence capabilities and/or cloud-based systems. MaplesFS exercises reasonable care and skill in selecting and utilising such technologies in accordance with its legal, regulatory, and professional obligations, as well as these Terms, including by employing appropriate technical and organisational measures to protect the security and privacy of any information shared with the relevant service providers.

#### **Non-Exclusivity**

MaplesFS may provide similar services to any other company, entity or person on such terms as may be arranged with such company, entity or person, provided that the provision of the Services is not thereby impaired, and may retain for its own use and benefit fees or other money payable thereby; and MaplesFS shall be deemed not to be affected with notice of, nor be under any duty to disclose to the Entity, any fact or thing which may

come to the knowledge of MaplesFS or any employee or agent of MaplesFS in the course of so doing or in the course of its business in any other capacity or in any manner whatsoever, otherwise than in the course of carrying out the Services.

#### **No Partnership and No Employment Relationship**

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

The directors, officers, employees or agents of MaplesFS shall not be deemed to be employees of the Entity or entitled to any remuneration or other benefits from the Entity.

#### **Termination**

Either party may terminate these Terms by giving not less than thirty (30) days' written notice to the other party.

Either party may terminate these Terms with immediate effect by serving notice on the other party:

- (a) if the other party commits any breach of its obligations under these Terms and such breach is not capable of remedy; or, where such breach is capable of remedy, the other party fails to remedy such breach within fourteen (14) days of receipt of notice served by the party entitled to give notice requesting it to do so; or
- (b) if the other party goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the party terminating these Terms), or if a receiver is appointed to any of the other party's assets or if the other party makes or proposes any arrangement or composition with its creditors or any class of creditors.

Any termination of MaplesFS' appointment under these Terms howsoever occasioned shall be without prejudice to any other rights or remedies to which a party may be entitled under these Terms or at law and shall not affect any accrued rights nor liabilities of either party (including, without limitation the obligation of the Entity to make payment to MaplesFS for any service supplied prior to the termination taking effect) nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

#### **Notices**

Any notice or other communication given under these Terms shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the Cayman Islands) or fax or email to the address and for the attention of the relevant party set out in the paragraph below (or as otherwise notified by that party). Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;

- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- (c) in the case of registered airmail, five days from the date of posting;
- (d) in the case of fax, at the time of transmission; and
- (e) in the case of email, at the time of receipt which means at the time the email enters the receiving party's information processing system.

Provided that if deemed receipt occurs before 9.00 a.m. on a Business Day the notice shall be deemed to have been received at 9.00 a.m. on that day, and if deemed receipt occurs after 5.00 p.m. on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day. For the purpose of this section, "**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday on which banks are open for non-automated business in the place at or which the notice is left or sent.

Notices to MaplesFS shall be sent to the following:

MaplesFS:	Maples NR Services (Cayman) Limited
Address:	PO Box 1093, Boundary Hall Cricket Square Grand Cayman KY1-1102 Cayman Islands
Fax number:	(345) 945 7100
Email address:	<a href="mailto:CARservices@maples.com">CARservices@maples.com</a>

or such other address or fax number or email address as may be notified in writing from time to time.

Notices to the Entity shall be sent to the contact details provided by the Entity to MaplesFS.

In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the provided address of the relevant party (or as otherwise notified by that party) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the provided fax number of the relevant party (or as otherwise notified by that party), or any email to the provided email address of the relevant party (or as otherwise notified by that party).

#### **Data Protection**

In providing the Services and otherwise fulfilling its obligations under these Terms, MaplesFS may from time to time be required to process information which: (i) constitutes "personal data" as defined in section 2 of the Data Protection Act (As Revised) ("**DPA**"); and (ii) is disclosed to or otherwise made available to MaplesFS by or on behalf of the Entity ("**Relevant Personal Data**").



The Entity acknowledges and agrees that: (a) to the extent MaplesFS acts as a "data controller" (as defined in section 2 of DPA) in respect of the Relevant Personal Data, MaplesFS may process the Relevant Personal Data in accordance with the applicable data protection laws (including DPA) and MaplesFS' privacy notice (available at [www.maples.com/privacy/](http://www.maples.com/privacy/) or upon request); and (b) to the extent MaplesFS acts as a "data processor" (as defined in section 2 of DPA) in respect of the Relevant Personal Data, the provisions of the "Data Processing Addendum (Cayman)" (in the form available at [www.maples.com/privacy/](http://www.maples.com/privacy/)) shall apply to any processing of Relevant Personal Data undertaken by MaplesFS.

#### **Assignment**

These Terms may not be assigned or novated by either party without the written consent of the other party save only that MaplesFS may assign or novate these Terms to any other entity within the Maples Group without such written consent upon written notice to the Entity.

#### **Counterparts**

These Terms may be executed in any number of counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting one and the same agreement.

#### **Third Party Rights**

A person who is not a party to these Terms may not, in its own right or otherwise, enforce any term of these Terms except that the Indemnified Persons may, in their own right, enforce their rights pursuant to the Responsibility and Limitation of Liability and Indemnity provisions of these Terms subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised) of the Cayman Islands.

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 these Terms.

The provisions of this "Third Party Rights" section shall survive the termination of these Terms.

#### **Severance**

If any provision herein shall be 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 or any part thereof contained within these Terms and such void or unenforceable provisions shall be deemed to be severable from any other provision or part thereof herein contained.

#### **Entire Agreement**

These Terms supersede all previous agreements between MaplesFS and the Entity for the provision of the Services to the Entity. These Terms set out the entire agreement and understanding between the parties with respect to its subject matter.

#### **Variation**

The Entity acknowledges and agrees that MaplesFS may, in its sole discretion, at any time and from time to time change, alter, adapt, add or remove portions of these Terms, and, if MaplesFS does so, MaplesFS will post any such changes on the MaplesFS website ([www.maples.com](http://www.maples.com)) bearing the date on which such Terms came into effect. The current version of these Terms is also available on request. The Entity's continued use of the 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.

#### **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, the laws of the Cayman Islands.

Each of the parties to these Terms irrevocably agrees that the courts of the Cayman Islands shall have 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 exclusive jurisdiction of such courts.