



Terms and Conditions for the Provision of Corporate Secretarial Services by Maples Fiduciary Services (Singapore) Pte. Ltd. (Singapore Company)

Interpretation

These terms and conditions (these "**Terms**") set out the entire agreement between MaplesFS and the Company for the provision of company secretarial services to the Company. In these Terms, the following words shall have the following meanings:

"**Act**" means the Companies Act 1967 of Singapore as in effect from time to time;

"**Auditors**" means the person appointed as the Company's auditor pursuant to Section 205 of the Act;

"**Commencement Date**" means the date of incorporation of the Company or the date on which MaplesFS began providing corporate secretarial services to the Company, if later;

"**Company**" means the company which has requested, directly or indirectly, that MaplesFS provide it with corporate secretarial services and which MaplesFS has agreed to do under these Terms;

"**Constitution**" means the constitution of the Company as in effect from time to time;

"**Directors**" means the directors from time to time of the Company;

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

"**Gross Negligence**" in relation to a person means a standard of conduct beyond negligence whereby that person acts with reckless disregard for the consequences of a breach of a duty of care owed to another;

"**Indemnified Person**" means each of MaplesFS, its successors and permitted assigns and its directors, officers, shareholders, employees and agents, present and future;

"**MaplesFS**" means Maples Fiduciary Services (Singapore) Pte. Ltd. (RCB No: 201313495H) whose registered office is at 1 Raffles Place, #36-01 One Raffles Place, Singapore 048616;

"**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;

"**Members**" means the members from time to time of the Company;

"**Officers**" shall have the meaning assigned to such term under the Act;

"**Registrar**" means the Registrar of Companies appointed pursuant to the Act;

"**Schedule**" means the schedule to these Terms;

"**Seal**" means the common seal of the Company and includes every duplicate seal; and

"**Secretary**" means the secretary appointed under the Constitution to perform the duties of secretary of the Company.

In these Terms:

- (a) section headings are included for convenience only and shall not affect the interpretation of these Terms;
- (b) use of the singular includes the plural and vice versa;
- (c) use of any gender includes all other genders;
- (d) 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;
- (e) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time; 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.

Appointment of MaplesFS

With effect from the Commencement Date, MaplesFS shall provide the basic corporate secretarial services set out in Schedule 1 to these Terms (the "**Basic Services**") and any additional corporate secretarial services set out in Schedule 2 to these Terms (the "**Additional Services**", and together with the

Basic Services, the "**Services**"), in each case on the terms and conditions set out in these Terms.

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

Documents and Information to be Supplied by the Company

The Company shall promptly forward to MaplesFS originals, duplicate originals or photocopies as signed of the following together with attachments (if any):

- (a) any offering material (howsoever called) published in connection with the offering of shares in the Company;
- (b) notices and minutes of Directors' and Members' meetings (including committee and class meetings);
- (c) written resolutions passed by the Directors or Members (including committee and class resolutions);
- (d) letters of resignation from the Directors or Officers;
- (e) share transfer forms and cancelled share certificates;
- (f) powers of attorney or other documents (howsoever called) conferring authority on one or more persons to act on behalf of the Company;
- (g) documentation (photocopies not originals) executed by the Company constituting a mortgage, charge or other security interest (howsoever called) over any of its property;
- (h) financial statements prepared in relation to the Company (if any);
- (i) the Constitution (incorporating all amendments up to the Commencement Date), certificate confirming incorporation of company, certificate(s) of incorporation of change on company name (if any), all statutory registers, minute books and other statutory records (where such documents were kept and maintained by the Company or any other entity prior to the Commencement Date); and
- (j) accounting and other records referred to in Section 199 of the Act (where such documents are to be kept in the registered office provided by MaplesFS).

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

- (a) a written explanation of the nature of the Company'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 Company holding not less than a 10% interest in the Company or with principal control over the Company's assets, or as otherwise directed by MaplesFS; (ii) the Directors of the Company; and (iii) any person (or persons) on whose instructions MaplesFS may act in relation to the Company; and
- (c) such other information and documentation as MaplesFS may from time to time reasonably require in relation to the Company, its Directors, Members or activities including in relation to the steps taken pursuant to the paragraph below.

The Company shall, for the benefit of Maples Group, 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.

The Company also agrees to provide MaplesFS, promptly and without delay, with all information and materials reasonably required to allow MaplesFS to provide the Services, or otherwise required by MaplesFS to fulfil any anti-money laundering or know-your-client legislation, regulation, rules, guidelines, or the like, as may be applicable to MaplesFS. MaplesFS will assume that all such information and materials disclosed to MaplesFS by the Company (including the Company's agents and employees) is true and accurate and not misleading in any material respect. The Company shall indemnify MaplesFS for any loss or damage, fines and penalties arising from reliance on any information or materials supplied by the Company, or for any inaccuracy or defect in any information or materials supplied by the Company.

MaplesFS may refuse to perform its obligations under these Terms, if, in its reasonable judgment, it would be improper or unlawful to do so.

Services Non-Exclusive

MaplesFS 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 the Maples Group, MaplesFS nor any company, partnership or other person associated with MaplesFS shall, in consequence of the appointment of MaplesFS pursuant to these Terms or in consequence of any transaction entered into by the Company with MaplesFS (or with any such person associated with MaplesFS), be liable to account to the Company for any profits (whether disclosed or not) accruing to MaplesFS (or to any such person associated with MaplesFS) from, or by virtue of, any such transaction.

Remuneration

Where MaplesFS is asked to arrange the incorporation of the Company, MaplesFS or Maples on behalf of MaplesFS shall be entitled to receive an incorporation fee payable promptly when invoiced in such amount as agreed in writing (which, for the avoidance of doubt, includes email).

MaplesFS shall be entitled to receive an annual fee (the "**CoSec Annual Fee**") for the provision of the Basic Services and an annual fee (the "**RO Fee**", and together with the CoSec Annual Fee, the "**Annual Fees**") for the provision of a registered office to the Company, in such amounts as agreed in writing (which, for the avoidance of doubt, includes email), payable in advance. The Annual Fees shall cover the period from the Commencement Date to 31 December in such year. The Annual Fees may be pro-rated for part years and may be increased by MaplesFS as set out below.

The Annual Fees shall increase automatically by the greater of (i) 5% (from the then-current amount) and (ii) the amount determined by MaplesFS after applying the aggregate positive percentage change in the consumer price index of the Republic of Singapore over the period from 1 July of the previous calendar year to 30 June of the then-current calendar year, and rounding up to the nearest whole multiple of US\$100, such increase to take effect on upon the anniversary of the Commencement Date, and each subsequent anniversary of the Commencement Date thereafter.

MaplesFS shall be entitled to receive a fee for the provision of any additional corporate services promptly when invoiced in accordance with the Fee Schedule in effect at the time when the relevant fee is invoiced. MaplesFS will provide an updated Fee Schedule upon request at any time.

If the Company requires MaplesFS to prepare shareholder and/or board meetings packages, attend physical meeting, prepare minutes of such meetings or provide any additional Company Secretarial services which are not set out in the Fee Schedule, the Company shall pay MaplesFS such fees as shall be agreed between the parties or in the absence of a written agreement, MaplesFS shall charge the Company at its hourly rate from time to time in effect.

The Company shall pay or reimburse MaplesFS all expenses and disbursements properly incurred or paid by MaplesFS on behalf of the Company or otherwise in the performance of its services under these Terms (including filing and registration fees paid to the Registrar, charges for messengers and couriers, faxes, word processing, printing, postage, photocopying, scanning, telephone charges, secretarial overtime (where attributable to the Company's special needs) and other similar costs and expenses) and all its reasonable and properly incurred out-of-pocket expenses for travel and hotel expenses incurred in attending board of director or shareholder meetings.

If MaplesFS is requested to undertake any services not covered in these Terms it shall inform the Company that such services are not covered by these Terms and, if MaplesFS agrees to provide such services, unless otherwise agreed, it shall charge the then applicable fixed rate for such service or, if inapplicable or higher, the then applicable time charges incurred by Maples Group officer(s) and/or employee(s) in carrying out such services.

All amounts payable under these Terms are, where applicable, subject to Goods and Services Tax at the rate applicable at the relevant time.

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

The fees and expenses set out above shall be payable within thirty (30) days of the date of the applicable invoice (such date, the "**Invoice Due Date**"). MaplesFS reserves the right to charge interest in the event that an invoice remains unpaid following the Invoice Due Date. If MaplesFS exercises its right to charge the Company interest, such interest will be at a daily rate of 7% per annum above the Secured Overnight Financing Rate (SOFR) in effect at the relevant times the applicable invoice remains outstanding or the maximum permitted by law, whichever is the lesser, until payment in full of the invoice.

MaplesFS has appointed certain Maples Group entities as its billing and collection agents and it is agreed that fees, expenses and disbursements payable by the Company to MaplesFS shall be invoiced by, and promptly paid to, the applicable Maples Group entity as agent for MaplesFS.

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. MaplesFS shall not be responsible for the unauthorised interception, redirection, copying or reading of e-mails including any attachments, nor will MaplesFS be responsible for the effect on any computer system of any e-mails, attachments or viruses which may be transmitted in providing the services under these Terms. 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.

Electronic Filing

MaplesFS shall not be responsible for any error or loss of data due to the use of the Bizfile electronic filing system to the extent such error or loss is not caused by MaplesFS.

Use of Technology and Artificial Intelligence

In providing services to the Company, 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.

Termination

MaplesFS shall be entitled to terminate its appointment under these Terms:

- (a) by giving not less than thirty (30) days' notice to the Company; or
- (b) with immediate effect by giving notice to the Company in writing if (i) the Company shall have committed any breach of its obligations under these Terms, and (ii) either (A) such breach is not capable of remedy, or (B) the Company fails to remedy such breach within fourteen (14) days of receipt of notice served by MaplesFS requesting it to do so.

The Company may terminate the appointment of MaplesFS under these Terms:

- (a) by giving not less than thirty (30) days' notice to MaplesFS; or
- (b) with immediate effect by giving notice to MaplesFS in writing if (i) MaplesFS shall have committed any breach of its obligations under these Terms, and (ii) either (A) such breach is not capable of remedy, or (B) MaplesFS fails to remedy such breach within fourteen (14) days of receipt of notice served by the Company requesting it to do so.

A termination of the appointment of MaplesFS under the provisions above shall be without prejudice to any antecedent liability of the parties to these Terms. MaplesFS shall be entitled to receive all fees and other moneys accrued due up to the date of such termination, whether under these Terms or otherwise.

MaplesFS shall, on the termination of its appointment under these Terms and upon payment by or on behalf of the Company of any outstanding fees, costs and expenses due to MaplesFS, deliver or procure to be delivered to the Company, or as the Company may direct, the registers, minute book and other corporate records of the Company which are in its possession or under its control and shall cause to resign any Secretary provided by it to the Company.

The Company shall, on the termination of the appointment of MaplesFS under these Terms, if still in existence, procure the passage of a board resolution to transfer the registered office of the Company to an alternative location and MaplesFS shall be

entitled to serve notice on the Registrar advising that it is no longer providing the registered office to the Company.

Legal Action

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

No Advice

For the avoidance of doubt the Company agrees that MaplesFS is not responsible for the commercial structuring of the Company or its business, its investment strategy or objectives or for the rendering of investment, commercial, accounting, legal or any other advice whatsoever to the Company or any other person or for evaluating any such advice otherwise received by the Company or the Directors. Nor shall MaplesFS be responsible for advising the Company, the Directors or any other person, or for advising the Company, the Directors or any other person as to when it/they should seek investment, commercial, accounting, legal or any other advice whatsoever.

Instructions and Reliance

In performing its duties 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 Company or by any legal adviser, manager or administrator appointed by the Company.

Responsibility, Limitation of Liability, Indemnity and Release

To the maximum extent permitted by law, and without prejudice to any other provision of these Terms, no Indemnified Person shall be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Company or any other person at any time from any cause whatsoever arising out of or in connection with these Terms or related to the performance or non performance of the services provided under these Terms unless arising directly as a result of the Indemnified Person's actual fraud, wilful default or Gross Negligence, or, in the case of an Indemnified Person acting in the capacity as an Officer of the Company, such Indemnified Person's own negligence, default, breach of duty or breach of trust in relation to the Company.

Notwithstanding anything in these Terms to the contrary MaplesFS shall not be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for:

- (a) any consequential, indirect or special loss; or
- (b) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with these Terms and the performance or non performance of the services 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.

To the maximum extent permitted by law, the Company agrees to indemnify and hold harmless MaplesFS (for itself and on trust and as agent for the benefit of the other 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 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 Company to perform its obligations under these Terms, except to the extent that the same are a direct result of the actual fraud, wilful default or Gross Negligence of the relevant Indemnified Person, provided that solely to the extent that the Company is prohibited from doing so under Singapore law, the Company shall not indemnify and hold harmless any Officer of the Company in respect of any negligence, default, breach of duty or breach of trust of which such Officer may be guilty in relation to the Company, provided further that nothing in the preceding proviso shall limit the right of any Officer to be indemnified against liability to third parties other than the Company, even as a result of such Officer's negligence, default, breach of duty or breach of trust, subject to the limitations set out in Sections 172 and 172B of the Act. This indemnity shall expressly inure to the benefit of any such person existing or future.

No person shall be found to have committed actual fraud, wilful default, Gross Negligence, negligence, default, breach of duty or breach of trust under these Terms unless or until a court in Singapore has reached a final non-appealable determination to that effect.

Unless caused by their actual fraud, the maximum aggregate liability of all Indemnified Persons under these Terms shall be limited to an amount not exceeding three times the fees paid under these Terms in the twelve (12) month period prior to (a) the final non-appealable determination of liability by a court of the Republic of Singapore; or (b) the termination of these Terms, whichever is greater, provided that solely to the extent the application of such liability cap would result in the Company being in violation of Singapore law, this section shall not be construed to limit the liability of any Officer in respect of any negligence, default, breach of duty or breach of trust of which such Officer may be guilty in relation to the Company, provided further that the preceding proviso shall not apply, and the liability of such Officer shall be limited, in respect of any liability relating to third parties other than the Company, even as a result of such Officer's negligence, default, breach of duty or breach of trust, subject to the limitations set out in Sections 172 and 172B of the Act.

The provisions of this Responsibility, Limitation of Liability, Indemnity and Release section shall survive termination of these Terms.

Registered Office

If the Company has elected to maintain its registered office with MaplesFS, MaplesFS' responsibility in providing the registered office is limited to:

- (a) custody and maintenance of the Company's statutory registers not maintained by the Registrar, non-statutory registers, minute books and other statutory records in the registered office in accordance with Schedule 1;
- (b) ensuring the registered office is accessible to the public for at least five (5) hours during ordinary business hours on each day, Saturdays and weekly and public holidays excepted; and
- (c) forwarding all notices and letters to the person who regularly instructs MaplesFS on corporate secretarial matters, at the address specified in accordance with

subclause (b) of the "Notices" section of these Terms or otherwise notified to MaplesFS in accordance with subclause (c) of the "Notices" section of these Terms. MaplesFS shall not be liable to the Company for the late receipt by the Company or non-delivery of any such correspondence and other communications which MaplesFS receives on behalf of the Company from third parties.

If the Company has elected not to maintain its registered office with MaplesFS:

- (a) MaplesFS' responsibility is limited to maintenance of the Company's statutory registers not maintained by the Registrar, non-statutory registers, minute books and other statutory records in accordance with Schedule 1; and
- (b) the Company shall be solely responsible for ensuring that it complies with its obligations relating to registered office under the Act, including ensuring that:
 - (i) all statutory registers not maintained by the Registrar, minute books and other statutory records are kept in the registered office (or if applicable, such other place as may be provided by the Act);
 - (ii) the registered office be accessible to the public for at least five (5) hours during ordinary business hours on each day, Saturdays and weekly and public holidays excepted; and
 - (iii) at least one company secretary should be present at the registered office of the Company by himself or his agent or clerk on the days and at the hours during which the registered office is to be accessible to the public, unless the company secretary, his agent or clerk is readily contactable by telephone or other means of instantaneous communication during those times.

Telephone Recording

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. For the avoidance of doubt, nothing in this section shall impose any obligations upon MaplesFS to record shareholder or board meetings or to retain recordings of any meetings which it does record.

Miscellaneous

These Terms may not be assigned by either party without the written consent of the other save only that MaplesFS may assign the benefit and/or transfer the burden of these Terms to a Maples Group entity as part of any group restructuring.

MaplesFS shall be entitled to appoint such 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.

MaplesFS may, at its own expense, delegate all or any of the services on its part to be performed under these Terms to any

other person, including without limitation any member of the Maples Group, provided that MaplesFS shall remain liable for any loss caused by any 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.

If MaplesFS is requested by the Company to undertake any services not covered in these Terms, unless otherwise agreed, it shall charge the then applicable fixed rate for such service.

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(1) of Singapore's Personal Data Protection Act 2012 ("PDPA"); and (ii) is disclosed to or otherwise made available to MaplesFS by or on behalf of the Company ("**Relevant Personal Data**"). The Company acknowledges and agrees that: (a) to the extent MaplesFS acts as an "organisation" (as defined in section 2(1) of PDPA) in respect of the Relevant Personal Data, MaplesFS may process the Relevant Personal Data in accordance with the applicable data protection laws (including PDPA) and MaplesFS's privacy notice (available at <https://www.maples.com/privacy/> or upon request); and (b) to the extent MaplesFS acts as a "data intermediary" (as defined in section 2(1) of PDPA) in respect of the Relevant Personal Data, the provisions of the "Data Processing Addendum (Asia)" (in the form available at <https://www.maples.com/privacy/>) shall apply to any processing of Relevant Personal Data undertaken by MaplesFS.

In proving such aforesaid acknowledgement, agreement, and consent, and to the extent that the Data constitutes personal data under the PDPA, the Company represents and warrants that it has obtained consent from the relevant source of the Data to the collection, use and disclosure of such Data in accordance with these Terms. In addition, to the extent there is any defect in the consent so given, the Company undertakes to promptly and forthwith notify MaplesFS of the same in writing, and use all reasonable endeavours to correct such defect.

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 (3) 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, Limitation of Liability, Indemnity and Release" and "Confidentiality" 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.

Confidentiality

MaplesFS shall not at any time disclose to any person, and shall treat as confidential, any information relating to the business, finances or other matters of the Company which it may have obtained as a result of its role under these Terms provided however that the provisions of this section shall not apply:

- (a) to the disclosure of any information already known to the recipient;
- (b) to the disclosure of any such information which is or becomes public knowledge otherwise than as a result of the unauthorised or improper conduct of MaplesFS;
- (c) to any extent that disclosure is required by any law (including the Act) or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including the Singapore Accounting and Corporate Regulatory Authority);
- (d) to the disclosure of any information to professional advisors who receive the same under a duty of confidentiality; or
- (e) to the disclosure of any information with the consent of the Company.

Rights of Third Party

Save for any delegate or sub-delegate(s) or any other entity within the Maples Group to which MaplesFS has validly assigned or novated these Terms, no person or entity other than a party to these Terms may enforce these Terms by virtue of the Contracts (Rights of Third Parties) Act 2001 of the Republic of Singapore.

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 or Delegate) is not required for

any amendment to, or variation, release, rescission or termination of these Terms.

This Rights of Third Party provision shall survive termination of these Terms.

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 10.00 a.m. on the next business day in the place of receipt following dispatch) or (in the case of the post) ten (10) days after the dispatch thereof and shall be sent:

- (a) in the case of MaplesFS, to its address specified against its name in the Interpretation provision above or by fax to fax number + 65 6532 7422 (marked for the attention of Director, Maples Fiduciary Services (Singapore) Pte. Ltd.) or by email to singapore@maples.com;
- (b) in the case of the Company, to such correspondence address, fax number or email address as specified by the Company to MaplesFS 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 MaplesFS in its sole and absolute discretion considers appropriate.

Severance

If any provision of these Terms shall be found to be invalid or unenforceable by a court of the Republic of Singapore, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

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 Company 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 (including the Fee Schedule), and, if MaplesFS does so, MaplesFS will post any such changes on the MaplesFS website (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 Company's continued use of the services of MaplesFS following any such change shall be deemed and constitutes the Company's acceptance of those changes and the Company 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 Company and MaplesFS for the provision of corporate secretarial services and the services set out in Schedules 1 and

2 to these Terms to the Company. These Terms set out the entire agreement and understanding between the parties relating to its subject matter.

Proper Law and Jurisdiction

These Terms are governed by, and shall be construed in accordance with, the laws of the Republic of Singapore. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore over any claim or matter arising under or in connection with these Terms.

Schedule 1

Basic Corporate Secretarial Services to be Provided by MaplesFS

Company Secretary

At the request of the Company, MaplesFS will provide an employee of MaplesFS to act as Secretary to the Company, and as such shall on request certify as Secretary to the Company copies of corporate documents maintained on the minute book of the Company but shall not in such capacity undertake substantive activities on behalf of the Company (including, without limitation, the execution of documentation for and on behalf of the Company).

Corporate Secretarial

MaplesFS shall perform the following functions:

- (a) maintenance of the Company's statutory registers not maintained by the Registrar, non-statutory registers, minute books and other statutory records; and
- (b) preparation and filing of statutory returns with the Registrar.

Minute Books

MaplesFS shall maintain and, where the Company's registered office is provided by MaplesFS, keep the minute books of Members' and Directors' meetings and their written resolutions.

Company Registers

MaplesFS shall maintain and, where the Company's registered office is provided by MaplesFS, keep the following registers (the "**Registers**");

- (a) the non-statutory Register of Share Allotments and Register of Share Transfers;
- (b) the non-statutory Register of Share Certificates and Summary Share Transactions;
- (c) the Register of Directors' Shareholdings and the Register of Chief Executive Officer's shareholdings;
- (d) the Register of Charges and the Instruments creating the charge;
- (e) the Register of Debenture Holders and copies of trust deed;
- (f) the Register of Registrable Controllers; and
- (g) the Register of Nominee Directors.

Where these Registers are being kept in the registered office provided by MaplesFS, the Company agrees that they may be open for inspection by specified persons in accordance with and subject to the relevant provisions of the Act. In all other cases, these Registers shall only be open for inspection subject to the consent of the Company.

Where these Registers are being kept in the registered office not provided by MaplesFS, the Company shall provide these Registers to MaplesFS from time to time for updating and maintenance, provided that it will remain the legal responsibility

of the Company to keep these Registers in accordance with the Act.

For the avoidance of doubt, MaplesFS shall not be obliged to update any Register or lodge any filings with the Registrar unless and until it receives all the relevant information given by, or purporting to be given by, a Director or other Officer or authorised signatory of the Company or by any legal adviser, manager or administrator appointed by the Company or a registrable controller of the Company, a nominator of a nominee Director of the Company or a Director or other Officer or authorised signatory of a registrable controller of the Company or a nominator of a nominee Director of the Company, as the case may be. MaplesFS shall be entitled to rely on such information and is not obliged to verify its correctness or accuracy before updating the Registers or lodging any filings with the Registrar.

Common Seal

MaplesFS shall provide for safe custody of the Seal.

Annual General Meeting ("AGM")

MaplesFS shall:

- (a) prepare the necessary documentation for holding of deemed AGMs or passing AGM resolutions by written means;
- (b) send reminders to hold AGMs; and
- (c) prepare and file the annual return with the Registrar.

MaplesFS shall also attend to the Auditors in their annual statutory review of the Company's secretarial records and preparation of the minute representation letter.

Schedule 2

Additional Corporate Secretarial Services

Mail Handling

MaplesFS shall use all reasonable endeavours to forward to the Company all correspondence and other communications addressed to the Company and received by MaplesFS on its behalf. MaplesFS shall not be obliged to open or to review such correspondence or communications and shall forward them to the Company by such means as MaplesFS considers appropriate. MaplesFS shall not be liable to the Company for the late receipt by the Company or non-delivery of any such correspondence and other communications which MaplesFS receives on behalf of the Company from third parties.

Shares

Issue new shares – prepare Directors resolutions (and Members' resolutions, if applicable), issue new share certificate, file return of allotment with the Registrar

Transfer existing shares – prepare Directors resolutions and share transfer form, assist with payment of stamp duty, issue new share certificates for new shares and balance shares (if applicable) and file notice of transfer with the Registrar

Redeem/Cancel redeemable preference shares – prepare Directors resolutions (and Members' resolutions, if applicable), issue new share certificate for balance shares (if applicable) and file notice of redemption with Registrar

Replace lost, defaced or worn out share certificate – prepare Directors resolutions, prepare form of statutory declaration for lost certificate and issue new share certificate

Bank Accounts

Open new bank accounts – prepare Directors resolutions

Change of bank signatories - prepare Directors resolutions

Directors and CEO

Change in Directors/CEO - prepare consent to act for new Director (if applicable), Directors resolutions, file appointment/resignation of Directors/CEO with Registrar and prepare register of Directors'/CEO's shareholdings (if applicable)

Change in Directors'/CEO's particulars and/or interests – file change in Directors'/CEO's particulars with Registrar and/or update register of Directors'/CEO's shareholdings

Auditors¹

Change of Auditors – prepare Directors and Members resolutions and file change of Auditors with the Registrar

Company Name

Post-incorporation reservation of name

Change of name – prepare Directors and Members resolutions, update Constitution and file change of name with the Registrar

¹ This applies only when outgoing Auditors resign before conclusion of the annual general meeting and not routine annual appointment or re-appointment of Auditors which is included in the annual general meeting documentation. It also does not include removal of Auditors by general meeting where special notice is required.

Annual General Meeting

Application for extension

Company Secretary

Change of Secretary - prepare consent to act for new Secretary and Directors resolutions and file change of Secretary with Registrar

Registered Office

Change in registered office - prepare Directors resolutions and file change of registered office with the Registrar

Certification

Certify true copies of original corporate documents maintained in the registered office of the Company or from the Registrar

Certificates

Certificate of good standing / compliance from the Registrar

Business Profile from the Registrar

Common Seal

Signing as second signatory on affixing of Seal duly authorised by Directors

Dividends

Interim dividends² – prepare Directors resolutions, dividend voucher

Board Written Resolutions

Prepare board written resolutions not included in the foregoing routine matters

Registrable Controllers

Uploading new registrable controller information with ACRA

Uploading changes in existing registrable controller information with ACRA

² Documentation for final dividends included in the annual general meeting documentation.