



Terms and Conditions for the Provision of Identification Services by Maples Fiduciary Services (UK) Limited

Interpretation

In these terms and conditions for the provision of identify verification services (these "**Terms**") the following words shall have the following meanings:

"Act" means the Companies Act 2006 (as amended from time to time);

"Agreement" means the Identity Verification Services agreement entered into between Maples Fiduciary (UK) and the Instructor, of which these Terms form a part;

"Companies House" means the Registrar of Companies for England and Wales;

"Electronic Record" has the same meaning as in the Electronic Communications Act;

"Electronic Communications Act" means the Electronic Communications Act 2000 (as amended from time to time);

"Indemnified Person" means each of Maples Fiduciary (UK), 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;

"Instructor" means the party identified as the "Instructor" in the Agreement. **"Maples Group"** means Maples Fiduciary (UK) 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; and

"Maples Fiduciary (UK)" means Maples Fiduciary Services (UK) Limited, a company incorporated in England whose registered office is at 6th Floor, DUO, 280 Bishopsgate, London EC2M 4RB, England.

For the purpose of the Agreement and these Terms:

- (a) use of the singular includes the plural and vice versa;
- (b) "written", "in writing" and "maintain" include all modes of representing, reproducing or maintaining words in visible form, including in the form of an Electronic Record;
- (c) any requirements as to delivery include delivery in the form of an Electronic Record; and
- (d) any requirements as to execution or signature can be satisfied in the form of an electronic signature as defined in the Electronic Communications Act.

Services Non-Exclusive

Maples Fiduciary (UK) 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.

No member of the Maples Group shall, in consequence of the appointment of Maples Fiduciary (UK) pursuant to the Agreement or in consequence of any transaction entered into by the Instructor with Maples Fiduciary (UK) (or with any other member of the Maples Group), be liable to account to the Instructor for any profits (whether disclosed or not) accruing to Maples Fiduciary (UK) (or any other member of the Maples Group) from, or by virtue of, any such transaction.

Termination

Maples Fiduciary (UK) shall be entitled to terminate its appointment under the Agreement:

- (a) by giving not less than two (2) weeks' written notice to the Instructor;
- (b) if the Instructor shall have committed any breach of its obligations under the Agreement and shall have failed to remedy such breach within fourteen (14) days of receipt of notice served by Maples Fiduciary (UK) requesting it to do so; or
- (c) by giving not less than seven (7) days' written notice to the Instructor if the Instructor is in material breach of any law applicable to it or is subject to any international financial sanction or is otherwise designated as a person with whom Maples Fiduciary (UK) is prohibited from dealing.

The Instructor may terminate the appointment of Maples Fiduciary (UK) under the Agreement:

- (a) by giving not less than two (2) weeks' written notice to Maples Fiduciary (UK); or
- (b) if Maples Fiduciary (UK) shall have committed any breach of its obligations under the Agreement and shall have failed to remedy such breach within fourteen (14) days of receipt of notice served by the Instructor requesting it to do so.

A termination of the appointment of Maples Fiduciary (UK) under the provisions above shall be without prejudice to any pre-existing liability of the parties to the Agreement. Maples Fiduciary (UK) shall be entitled to receive all fees, expenses and disbursements accrued due up to the date of such termination, whether under the Agreement or otherwise.

Legal Action

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

Instructions and Reliance

In performing its duties Maples Fiduciary (UK) shall be entitled to rely upon instructions given by, or purporting to be given by, any Individual or by a director or other officer or authorised signatory of the Instructor or by any legal adviser, manager or administrator appointed by the Instructor.

Responsibility, Limitation of Liability, Indemnity and Release

No Indemnified Person shall be liable to the Instructor, any Individual or any other person for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Instructor, any Individual or any other person at any time from any cause whatsoever arising out of or in connection with the Agreement or related to the performance or non-performance of the services provided under the Agreement unless arising directly as a result of the Indemnified Person's fraud or wilful default.

Notwithstanding anything in the Agreement to the contrary no Indemnified Person shall be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for (i) any consequential, indirect or special loss; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with the Agreement in each case whether or not any Indemnified Person has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt no Indemnified Person shall be so liable for any loss of goodwill or reputation.

The Instructor shall indemnify (on a full indemnity basis) 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 which they or any of them may incur or be subject to in consequence of the Agreement or as a result of the performance of the Services under the Agreement except and to the extent that the same are as a result of the fraud or wilful default of the relevant Indemnified Person, and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future.

No person shall be found to have committed fraud or wilful default under the Agreement unless or until a court of competent jurisdiction has reached a final non-appealable determination to that effect.

For avoidance of doubt, nothing in the Agreement will limit or exclude the liability of an Indemnified Person for death or personal injury resulting from negligence.

The maximum aggregate liability of all Indemnified Person(s) under the Agreement is limited to an amount not exceeding the fees paid to Maples Fiduciary (UK) for the services provided under the Agreement in the twelve month period prior to:

- (a) the final non-appealable determination of liability by a court of competent jurisdiction; or
- (b) the termination of Maples Fiduciary (UK)'s appointment under the Agreement,

whichever is greater.

This Responsibility, Limitation of Liability, Indemnity and Release provision shall survive termination of the Agreement.

Force Majeure

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

- (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 the Agreement 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 the Agreement 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 the Agreement 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 the Agreement may be performed despite the continuance of the Force Majeure event.

Miscellaneous

The Agreement may not be assigned by either party without the written consent of the other save only that Maples Fiduciary (UK) may assign the benefit and/or burden of the Agreement to a suitably licensed member of the Maples Group as part of any group restructuring.

The Agreement may be executed in any number of counterparts, (including by fax), all of which, taken together, shall constitute one and the same agreement and any party to the Agreement may enter into the same by executing and delivering a counterpart (including by fax).

Notwithstanding any other provision of the Agreement Maples Fiduciary (UK) shall, at all times, comply with all laws and regulations applicable to it.

Delegation of Services

Maples Fiduciary (UK) may, at its own expense, delegate all or any of the services on its part to be performed under the Agreement to any agent or delegate (including, for the avoidance of doubt, recovering on behalf of Maples Fiduciary

(UK) all fees, expenses and disbursements payable by the Instructor under the Agreement). If Maples Fiduciary (UK) does delegate all or any of the services to an agent or delegate in accordance with this paragraph (a **"Delegate"**), Maples Fiduciary (UK) shall nonetheless remain solely responsible to the Instructor for the provision of the services and liable to the Instructor for any loss caused to the Instructor by the Delegate but only to the extent that Maples Fiduciary (UK) would have been liable for such loss under the Agreement if such loss were caused by Maples Fiduciary (UK) itself, and the Delegate shall have no liability of any sort whatsoever or howsoever arising under the Agreement or as a consequence of the delegation of all or any services to it. The Instructor agrees that it may not bring any claim against any Delegate in relation to the provision of services under the Agreement by Maples Fiduciary (UK).

Data Protection and Records

In providing the services and otherwise fulfilling its obligations under the Agreement, Maples Fiduciary (UK) may from time to time be required to process information which: (i) constitutes "personal data" as defined in Article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (**"UK GDPR"**); and (ii) is disclosed to or otherwise made available to Maples Fiduciary (UK) by or on behalf of the Instructor or the Individuals (**"Relevant Personal Data"**).

If and to the extent Maples Fiduciary (UK) acts as a "controller" (as defined in Article 4(7) of UK GDPR) in respect of the Relevant Personal Data, the Instructor acknowledges that Maples Fiduciary (UK) may process the Relevant Personal Data in accordance with the applicable data protection law (including UK GDPR) and Maples Fiduciary (UK)'s privacy notice, which is available online at <https://www.maples.com/privacy/> or upon request.

If and to the extent Maples Fiduciary (UK) acts as a "processor" (as defined in Article 4(8) of UK GDPR) in respect of the Relevant Personal Data, the provisions of the "Data Processing Addendum" (in the form available at <https://www.maples.com/privacy/>) shall apply in respect of any processing of Relevant Personal Data undertaken by Maples Fiduciary (UK).

Use of Technology and Artificial Intelligence

In providing services to the Instructor, Maples Fiduciary (UK) may use a range of technologies provided by third-party service providers. Such technologies may include, but are not limited to, those that facilitate identity and document verification, 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. Maples Fiduciary (UK) exercises reasonable care and skill in selecting and utilising such technologies in accordance with its legal, regulatory, and professional obligations, as well as the Agreement, including by employing appropriate technical and organisational measures to protect the security and privacy of any information shared with the relevant service providers.

Confidentiality

It is agreed between the Instructor and Maples Fiduciary (UK) (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 the Agreement, save where the information is or was:

- (a) already known to the recipient from a source other than the other Party without any obligation of confidentiality;
- (b) in the public domain or becomes public knowledge otherwise than as a result of the unauthorised 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 (provided that, if legally permissible, the recipient will promptly inform the other Party of any such order, direction, request or requirement prior to disclosing any information);
- (d) disclosed for 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, shareholders, directors, officers, employees and agents (**"Subject Persons"**) of the disclosing Party is and has been provided with the consent and acceptance of the relevant Subject Persons, which the disclosing Party will be responsible for obtaining.

This Confidentiality provision does not prohibit Maples Fiduciary (UK) from disclosing information within the Maples Group for legitimate business purposes.

Anti-bribery

Maples Fiduciary (UK) will:

- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as amended from time to time) (the **"Bribery Act"**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK; and
- (c) have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act, to ensure compliance with the Bribery Act, and will enforce them where appropriate.

Third Party Rights

A person who is not a party to the Agreement has no right to enforce any term of the Agreement under the Contract (Rights of Third Parties) Act 1999, except that the Indemnified Persons and any Delegate may, in their own right, enforce their rights pursuant to the Responsibility, Limitation of Liability, Indemnity and Release provision and the Miscellaneous provision of the Agreement subject to and in accordance with the provisions of the Contract (Rights of Third Parties) Act 1999.

Notwithstanding any other term of the Agreement, the consent of any person who is not a party to the Agreement (including,

without limitation, any Indemnified Person or Delegate) is not required for any amendment to, or variation, release, rescission or termination of the Agreement.

This Third Party Rights provision shall survive termination of the Agreement.

Severance

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

If any provision of the Agreement 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

No amendment or variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each party.

Entire Agreement

The Agreement supersedes all previous agreements between the Instructor and Maples Fiduciary (UK) for the provision of identity verification services to the Instructor. The Agreement set out the entire agreement and understanding between the parties relating to its subject matter.

Governing Law and Jurisdiction

The Agreement and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to it or its formation (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with English law.

Each of the parties to the Agreement irrevocably agrees that the English courts 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 the Agreement ("**Proceedings**"), and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. The parties waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an appropriate forum.