



Terms and Conditions for the Provision of Registered Office and Corporate Services by Maples Fiduciary Services (Middle East) Limited - Abu Dhabi

Interpretation

In these terms and conditions for the provision of registered office and corporate services (these "Terms") the following words shall have the following meanings:

"ADGM" means the Abu Dhabi Global Market;

"Agreement" means the relevant registered office and corporate services agreement of which these Terms form a part;

"Articles" means the articles of association of the Company as in effect from time to time;

"Company" means the company named in the Agreement;

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

"Maples Group" means the CSP 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" means the officers from time to time of the Company; and

"Registrar" means the ADGM Registrar of Companies.

Documents and Information to be Supplied by the Company

The Company shall promptly forward to the CSP 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 (where the register of Members is maintained by the CSP);
- (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; and

- (h) financial statements prepared in relation to the Company (if any).

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

- (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 the CSP 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; (ii) the Directors of the Company; and (iii) any person (or persons) on whose instructions the CSP may act in relation to the Company; and
- (c) such other information and documentation as the CSP 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 the CSP, 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 CSP may refuse to perform its obligations under the Agreement, if, in its reasonable judgment, it would constitute a criminal or regulatory offence in the ADGM.

Services Non-Exclusive

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

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 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 "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.

Termination

The CSP shall be entitled to terminate its appointment under the Agreement:

- (a) by giving not less than three (3) months' 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 the Agreement, 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 the CSP requesting it to do so, or it undertakes any activities other than those it is permitted to perform under the Regulations; or
- (c) with immediate effect if the Company goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the CSP), or if a receiver is appointed to any of the Company's assets or if the Company makes or proposes any arrangement or composition with its creditors or any class of creditors.

The CSP may also terminate the Agreement with immediate effect in the event that the Company is in breach of any applicable regulation or law.

The Company may terminate the appointment of the CSP under the Agreement:

- (a) by giving not less than three (3) months' notice to the CSP; or
- (b) by giving not less than thirty (30) days' notice to the CSP if (i) the CSP shall have committed any breach of its obligations under the Agreement, and (ii) either (A) such breach is not capable of remedy, or (B) the CSP 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 the CSP under the provisions above shall be without prejudice to any antecedent liability of the parties to the Agreement. The CSP shall be entitled to receive all fees and other moneys accrued due up to the date of such termination, whether under the Agreement or otherwise.

The CSP shall, on the termination of its appointment under the Agreement and upon payment by or on behalf of the Company of any outstanding fees, costs and expenses due to the CSP, 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.

The Company shall, on the termination of the appointment of the CSP under the Agreement, if still in existence, procure the passage of a board resolution to transfer the registered office of the Company to an alternative location and the CSP shall be entitled to serve notice on the Registrar advising that it is no longer providing the registered office to the Company.

Legal Action

The CSP 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 the CSP 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.

Instructions and Reliance

In performing its duties the CSP 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.

Indemnity and Release

No Indemnified Person shall be liable to the Company or any other person for any damage, loss, 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 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 actual fraud or wilful default.

Notwithstanding anything in the Agreement to the contrary the CSP 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 the Agreement and the performance or non-performance of the services in each case whether or not the CSP has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt the CSP shall not be so liable for any loss of goodwill or reputation.

The Company shall take all reasonable steps with a view to mitigating any losses suffered by it.

The Company shall indemnify (on a full indemnity basis) and hold harmless the CSP, its directors, officers, employees, agents and partners (each an "**Indemnified Person**") 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 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 actual fraud or wilful default of the party seeking the indemnity under this provision.

No person shall be found to have committed actual fraud or wilful default under the Agreement unless or until a court of the ADGM shall have made a final, non-appealable determination to that effect.

Unless caused by their actual fraud, the maximum extent of the liability of all Indemnified Persons for any cause or reason whatsoever shall be limited to an aggregate amount not to exceed three (3) times the fees received by the CSP under the Agreement in the twelve month period prior to (a) the final non-appealable determination of liability by a court of the ADGM; or (b) the termination of the Agreement, whichever is greater.

This indemnity provision shall survive termination of the Agreement.

Miscellaneous

The Agreement may not be assigned by either party without the written consent of the other save only that the CSP may assign the benefit and/or burden of the Agreement to a member of the Maples Group without such consent.

The Agreement may be executed by the parties to the Agreement in counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

Data Protection

In providing the services and otherwise fulfilling its obligations under the Agreement, the CSP may from time to time be required to process information which: (i) constitutes 'Personal Data' as defined in the ADGM's Data Protection Regulations 2021 ("DPR"); and (ii) is disclosed to or otherwise made available to the CSP by or on behalf of the Company ("Relevant Personal Data"). The Company acknowledges and agrees that: (a) to the extent the CSP acts as a 'Controller' (as defined in DPR) in respect of the Relevant Personal Data, the CSP may process the Relevant Personal Data in accordance with the applicable data protection laws (including DPR) and the CSP's privacy notice (available at <https://maples.com/privacy/> or upon request); and (b) to the extent the CSP acts as a 'Processor' (as defined in DPR) in respect of the Relevant Personal Data, the provisions of the 'Data Processing Addendum (ADGM+DIFC)' (in the form

available at <https://maples.com/privacy/>) shall apply to any processing of Relevant Personal Data undertaken by the CSP.

Use of Technology and Artificial Intelligence

In providing services to the Company, the CSP 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. The CSP 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.

Delegation of Services

The CSP may, at its own expense, delegate all or any of the services on its part to be performed under the Agreement to such agents or delegates as it sees fit to perform in whole or in part any of the services. The CSP shall remain liable for any loss caused by any such agents or delegates, but only to the extent that the CSP would have been liable for such loss under the Agreement if such loss were caused by the CSP itself.

Confidentiality

The CSP shall not at any time disclose to any person (other than within the Maples Group), 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 the Agreement 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 the CSP;
- (c) to any extent that disclosure is required by any law 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, without limitation, the ADGM);
- (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 parties to the Agreement.

Severance

If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction 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 deleted, 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 the CSP in its sole discretion, may at any time and from time to time change, alter, adapt, add or remove portions of these Terms. The current version of the Terms is also available on request. The Company's continued use of the services of the CSP 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 the Terms at all times and that unless stated in the current version of the Terms all previous versions shall be superseded by the current version.