



## Terms and Conditions for the Provision of Principal Point of Contact Services by Maples Compliance Services (Cayman) Limited (Cayman Entities)

### Interpretation

These terms and conditions ("**Terms**"), together with the Engagement Email and the Fee Schedule, set out the entire agreement between Maples Compliance Services (Cayman) Limited ("**MaplesFS**") and the Entity for the provision of principal point of contact services. In these Terms, the following capitalised words and expressions shall have the following meanings:

**"AEOI Portal"** means the Automatic Exchange of Information Portal maintained and operated by the TIA;

**"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;

**"Authorised Person"** has the meaning assigned to such term under FATCA or CRS, as the context requires;

**"CRS"** means (i) the Common Reporting Standard developed for the automatic exchange of financial account information by the Organisation for Economic Co-Operation and Development ("**OECD**"), including all OECD commentary and guidance notes relating or pursuant thereto, for the purposes of implementing the same, and (ii) the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations (As Revised) to implement the Common Reporting Standard developed for the automatic exchange of financial account information by the OECD;

**"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;

**"DITC"** means the Department for International Tax Cooperation of the Cayman Islands;

**"Effective Date"** means the date on which the Entity or its representative confirmed to MaplesFS by email that it was engaging MaplesFS to provide the Services;

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

**"Engagement Email"** means the emails sent by a representative of MaplesFS to the Entity or its Representative offering to provide PPOC services to the Entity, the acceptance of which by or on behalf of the Entity constitutes an engagement for the Services pursuant to these Terms;

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

**"FATCA"** means the intergovernmental agreement between the

government of the Cayman Islands and the government of the United States of America to improve international tax compliance and to implement the US Foreign Account Tax Compliance Act, including the Tax Information Authority (International Tax Compliance) (United States of America) Regulations (As Revised) and all other regulations and guidance notes adopted thereunder, or pursuant thereto, for the purposes of implementing the same;

**"Fee Schedule"** means the schedule of fees published by MaplesFS and in effect from time to time for the provision of Principal Point of Contact 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;

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

**"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);

**"PPOC"** has the meaning specified in the "Services" section of these Terms;

**"Services"** has the meaning specified in the "Services" section of these Terms;

**"Shareholder"** means the holder of a Share in the Entity;

**"Shares"** means the shares, limited partnership interests, units, LLC interests, or other ownership or participating interests of whatever nature (in each case, as applicable) of the Entity; and

**"TIA"** means the Cayman Islands Tax Information Authority.

In these Terms:

- (a) any reference to an Entity which is constituted as a limited partnership shall mean such limited partnership acting through its general partner and any reference to an Entity which is constituted as a trust shall mean such trust acting through its trustee;
- (b) use of the singular includes the plural and vice versa;
- (c) use of any gender includes the other gender;
- (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 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;
- (f) 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
- (g) sections 8, 17 and 19(3) of the Electronic Transactions Act shall not apply.

#### **Appointment of MaplesFS**

With effect from the Effective Date, the Entity engages MaplesFS to provide the Services on a continuing basis until such Services are terminated in accordance with the Termination section of these Terms. The Entity's use of the Services shall be deemed to constitute and constitutes the Entity's continued acceptance of these Terms.

MaplesFS' duties and authority to act under these Terms are limited to the duties and authority provided for in these Terms. MaplesFS shall not otherwise be deemed to assume any other obligations to the Entity.

#### **Services**

MaplesFS shall perform the following services (the "**Services**") for the Entity in accordance with the instructions of the Entity:

- (a) register the Entity on the AEOI Portal, where not previously registered; and
- (b) serve as the principal point of contact with the TIA (the "**PPOC**") on behalf of the Entity in accordance with FATCA, and where applicable, CRS:
  - i. prepare the PPOC authorisation letter appointing MaplesFS as the PPOC; and
  - ii. receive and forward DITC emails and notices in relation to the Entity;
- (c) additional services upon request:
  - i. appoint, change or update Authorised Person details, including the preparation of any updated PPOC authorisation letter;
  - ii. appoint, change or update secondary users;
  - iii. submit Financial Institution change notices;
  - iv. submit de-registration requests;
  - v. review, investigate and respond to DITC emails, queries and notices including liaising with the client and DITC as needed; and
  - vi. liaise with the TIA on behalf of the Entity in respect of any matters raised by the TIA, and, in such capacity

It shall be a condition precedent to MaplesFS' obligation to perform the Services that MaplesFS is provided with all information necessary to perform and complete the Services.

#### **Proper Instructions, Reliance and Control**

In performing the Services, MaplesFS shall be entitled to rely upon instructions given by, or purporting to be given by, whether by writing or email, any director, officer, authorised signatory or authorized representative of the Entity or by any legal adviser or administrator appointed by the Entity, without requiring any independent enquiry by MaplesFS. The Entity agrees to provide MaplesFS with such information as it may require or reasonably request in connection with the performance of the Services.

MaplesFS is not required to perform any of the Services requiring Proper Instructions where such Proper Instructions have been requested unless it has received such Proper Instructions.

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

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

#### **Remuneration**

As remuneration for performing the Services, the Entity shall pay to MaplesFS: (i) a non-refundable establishment fee in accordance with the Fee Schedule in effect as at the Effective Date; (ii) an annual "Base Fee" payable in advance by 1 January in each year in accordance with the Fee Schedule in effect at the time when the relevant Base Fee is invoiced; and (iii) such other event-driven fees related to the provision of Services as are set out in the Fee Schedule in effect at the time such related Service is requested by the Entity, payable on the Invoice Due Date (as defined below). The Base Fee shall not be pro-rated for part years.

MaplesFS shall be entitled to recover from the Entity all expenses and disbursements (including, but not limited to, charges for photocopying, fax, telephone, printing, postage and other communications charges, as well as for any banking costs and the fees or charges of any government or official department, body or organisation, 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.

If MaplesFS is requested by the Entity to take any action in the course of providing the Services which, in the opinion of MaplesFS, may make it liable for the payment of money on behalf of the Entity, then MaplesFS shall be advanced the money necessary to make such payment on behalf of the Entity as a pre-requisite to taking such action.

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 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 at the maximum interest rate permitted by applicable law, whichever is less, until payment in full of the applicable invoice.

#### **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 jurisdiction of its incorporation and has and shall at all times have the necessary power to enter into and perform its obligations under these Terms;
- (b) these Terms constitute its legal, binding and enforceable obligation;
- (c) the 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 in good standing under the laws of its place of establishment and has and shall at all times have the necessary power to enter into and perform its obligations under these Terms;
- (b) these Terms constitute its legal, binding and enforceable obligation;
- (c) the 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 Shareholder or former Shareholder or any other person for any damage, loss, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Entity or any Shareholder or former Shareholder 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.

No Indemnified Person shall 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 such 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.

No indemnified Person shall be liable or responsible for any penalties or fines imposed on the Entity by the DITC, or for any interest charged or applied by the DITC in respect of any amounts past due by the Entity.

MaplesFS shall be entitled for all purposes to rely, without further enquiry, on the authenticity and accuracy of all information and communications and instructions (including by email) of whatever nature received by MaplesFS in good faith in connection with the performance of the Services.

MaplesFS shall not be responsible for any failure or delay in performing its obligations under these Terms as a result of the AEOI Portal being offline, unavailable, wholly or partially disabled or severely delayed.

MaplesFS shall not be responsible for any failure to perform the Services to the extent such failure is a result of the Entity failing or refusing to provide MaplesFS with all information required or requested by MaplesFS in connection with the performance of the Services.

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 Entity or its investment manager, administrator or custodian, or by any other service provider on behalf of the Entity.

Unless caused by their actual fraud, the maximum aggregate liability of all Indemnified Persons in connection with the performance of the Services for the Entity under these Terms shall be limited to an amount not exceeding the fees paid by or on behalf of the Entity to MaplesFS for the Services performed for the Entity in the twelve (12) 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 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 the 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 the Terms.

#### **No Commercial Advice**

For the avoidance of doubt, the Entity agrees that neither MaplesFS nor the PPOC is 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.

#### **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, 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 whatsoever 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, and shall subject to service of such notice and to the fourth paragraph of this section have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events 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 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.

#### **Anti-Money Laundering**

The Entity understands and agrees that MaplesFS shall be responsible solely for compliance with its own obligations under the Cayman Islands anti-money laundering regulations and that MaplesFS shall not have any responsibility for ensuring that the Entity is in compliance with any anti-money laundering obligations applicable to it.

It shall be a condition precedent to providing the Services to the Entity under these Terms that MaplesFS is satisfied, in its absolute discretion, that it has sufficient and appropriate information to discharge its obligations under the Cayman Islands anti-money laundering regulations.

#### **FATCA and CRS**

The Entity understands and agrees that, notwithstanding the delegation of the Services to MaplesFS, the Entity shall ultimately be responsible for ensuring that it is compliant with its own obligations under or pursuant to FATCA and CRS, and MaplesFS shall not be liable to the Entity or any Shareholder for any failure on the part of the Entity to comply with any obligation or requirement under or pursuant to FATCA or CRS.

#### **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 the Entity or its 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 email in providing the Services. Email 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 email including the possible unauthorised interception, redirection, copying or review of emails and attachments and the transmission of viruses. The use of email 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.

MaplesFS may acquire, hold or deal with for its own account or the account of any customer or other person either in its own name or in the name of such customer or person or of a nominee any Shares or securities for the time being issued by the Entity or any investment in which the Entity is authorised to invest and shall not be required to account to the Entity for any profit arising from such acquisition, holding or dealing.

#### **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 and the Services Provided to the Entity hereunder by giving not less than thirty (30) days' written notice to the other party.

MaplesFS may terminate these Terms and the Services Provided to the Entity hereunder with immediate effect in the event of a change of applicable law or DITC guidance which modifies the obligations, responsibilities or liability of the PPOC.

Either party may terminate these Terms and the Services Provided to the Entity hereunder 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 these Terms and the Services Provided to the Entity hereunder 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 Services 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.

On the termination of these Terms and the Services provided to the Entity hereunder, (i) MaplesFS shall be entitled without prejudice to its other rights under these Terms to receive all fees and other moneys accrued due up to the date of such termination, and (ii) the Entity shall be required to arrange for a new PPOC to be appointed and for the Entity's Authorised Person to file a notification with the DITC specifying the new PPOC within 30 days of the termination date.

#### Notices

Any notice or other communication given under these Terms shall be in writing 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 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 under these Terms). 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 (5) days from the date of posting; and
- (d) 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 Compliance Services (Cayman) Limited  
Address: PO Box 1093, Boundary Hall Cricket Square  
Grand Cayman  
KY1-1102  
Cayman Islands

For the attention of: MaplesFS AEOI PPOC

email address: [mcs1-ppoconly@maples.com](mailto:mcs1-ppoconly@maples.com)

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

Notices to the Entity shall be sent to the contact details specified by the Entity to MaplesFS in writing on or about the Effective

Date.

#### Data Protection and Records

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) of the Cayman Islands ("**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 MaplesFS acts as a 'data processor' (as defined in section 2 of DPA) in respect of the Relevant Personal Data, and 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.

#### 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) as amended, modified, re-enacted or replaced.

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.

#### 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 (including without limitation the Services), 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. Such changes to the Terms may be made by MaplesFS in its sole discretion for any reason, including without limitation as a result of a change in applicable law or guidance from the DITC or any other tax or regulatory body. The current version of these



Terms is also available on request. The Entity further acknowledges and agrees that MaplesFS may, in its sole discretion, at any time and from time to time change or modify the Fee Schedule to either adjust the fees set forth thereunder or to impose additional event-driven fees. The current version of the Fee Schedule is available to the Entity upon request. The Entity's continued use of the Services of MaplesFS following any such change shall be deemed to constitute and constitutes the Entity's acceptance of those changes and the Entity acknowledges and agrees to be bound by the current version of these Terms at all times and that, unless stated in the current version of these Terms, all previous versions shall be superseded by the current version.

#### **Entire Agreement**

These Terms supersede all previous agreements between MaplesFS and the Entity for the provision of the Services to the Entity. These Terms, together with the Engagement Email (as applicable) and the Fee Schedule, set out the entire agreement and understanding between the parties with respect to its subject matter.

#### **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.