



Terms and Conditions for the Provision of Authorised Contact Services by MCS

Interpretation

These terms and conditions (these "**Terms**") set out the entire agreement between MCS and the Entity for the provision of authorised contact services to the Entity. In these Terms the following words shall have the following meanings:

"Act" means either the Companies Act (As Revised), the Exempted Limited Partnership Act (As Revised) or the Limited Liability Companies Act (As Revised) of the Cayman Islands, as applicable to the Entity;

"AEOI Laws" means the Tax Information Authority Act (As Revised) of the Cayman Islands and any and all regulations and orders passed pursuant to it relating to the automatic exchange of financial account information and any related Guidance Notes issued by the TIA;

"AMLRs" means the laws, regulations and guidance of the Cayman Islands applicable to sanctions, anti-money laundering, and the combatting of terrorist financing and proliferation financing, including, but not limited to, the Proceeds of Crime Act (As Revised), the Misuse of Drugs Act (As Revised), the Terrorism Act (As Revised), and the Anti-Money Laundering Regulations (As Revised);

"BOTA" means the Beneficial Ownership Transparency Act (As Revised) of the Cayman Islands;

"Cayman AML Regime" means the AMLRs and the Guidance Notes on the Prevention and Detection of Money Laundering, Terrorist Financing and Proliferation Financing in the Cayman Islands;

"CIMA" means the Cayman Islands Monetary Authority whose contact details are available from www.cima.ky;

"Commencement Date" means the date on which MCS began providing authorised contact services to the Entity;

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

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

"Entity" means the entity which has requested, directly or indirectly, that MCS provide it with authorised contact services and which MCS has agreed to do under these Terms;

"Fee Schedule" means the schedule of fees published by MCS and in effect from time to time for the provision of authorised contact services which may be varied in accordance with the Variation provision of these Terms. The current Fee Schedule is set out in Schedule 2.

"KYC Information" means all such information and documentation relating to the Entity and persons who are

connected to the Entity, which MCS or any other member of the Maples Group may require the Entity to furnish in accordance with the requirements of the AEOI Laws, the BOTAs, the Cayman AML Regime, or other applicable laws that are equivalent or analogous to any of the foregoing;

"Management" means, as applicable to the Entity from time to time: (a) the directors; (b) those persons who are managers (as such term is defined in the relevant Act applicable to the Entity); (c) the members/registered shareholders (as such term is defined in the relevant Act applicable to the Entity); or (d) the limited partner and general partner of a partnership;

"Maples Group" means MCS 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;

"MCS" means Maples Corporate Services Limited of PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, which is licensed by CIMA;

"TIA" means the Tax Information Authority of the Cayman Islands; and

"Written Confirmation" means a written confirmation containing such information as required by the BOTA.

For the purposes of these Terms:

- (a) where the applicable Entity is a partnership, all references to the partnership shall, where the context requires, be interpreted to refer to the partnership acting by or through the general partner;
- (b) use of the singular includes the plural and vice versa;
- (c) 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;
- (d) "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;
- (e) any requirements as to delivery under these Terms include delivery in the form of an Electronic Record;
- (f) any requirements as to execution or signature under these Terms can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Act; and



- (g) sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

Appointment of MCS

With effect from the Commencement Date, MCS shall act as the authorised contact for the Entity in the Cayman Islands and shall perform the services set out in Schedule 1 to these Terms, in each case in accordance with these Terms and Schedule 1. The Entity's use of MCS's services shall be deemed and constitutes the Entity's acceptance of these Terms.

Documents and Information to be Supplied by the Entity

On or by the Commencement Date, the Entity shall provide to MCS the name, telephone number and email address of an authorised representative of the Entity nominated to respond to beneficial ownership requests. The Entity undertakes to provide to MCS promptly updated information with respect to the authorised representative if at any time the authorised representative changes or any details relating to the authorised representative change.

If requested by MCS at any time, the Entity shall promptly forward to MCS originals, duplicate originals or photocopies as signed of the following together with attachments (if any):

- (a) the Entity's certificate of incorporation or certificate of registration and any change of name certificates (if applicable); and
- (b) any Written Confirmation, including confirmation of the Entity's category of legal person (as defined in and as required by the BOTAs).

KYC Information

The Entity acknowledges and agrees that MCS is required to comply with the Cayman AML Regime. MCS may decline or cease to provide authorised contact services to the Entity (in accordance with the Termination provisions of these Terms) where MCS or the Maples Group requests and does not receive satisfactory KYC Information, such as documentation verifying to MCS's satisfaction the identity of the Entity and its beneficial owners, controllers or authorised persons (where applicable), source of funds and/or source of wealth (where applicable), and an explanation of the nature of the Entity's business. If requested by MCS at any time, the Entity shall promptly provide such KYC Information as MCS may in its sole discretion require to satisfy its obligations under the Cayman AML Regime.

The Entity may provide KYC Information as an Electronic Record subject to MCS's discretion to require hard copies and/or certified copies, including where MCS is unable to ensure the authenticity of any such electronic document(s). Where a document and/or certification is in a language other than English, MCS may in its sole discretion require a certified translation. All copy documents must be the most recent version and have been certified by a suitable certifier, which includes such professionals as an attorney, accountant, notary public, judge, senior civil servant, government official or director or manager of a regulated credit or financial institution. No individual can certify their own documents.

The Entity represents and warrants that all KYC Information provided under these Terms is true, correct and complete as at the date provided. The Entity undertakes to notify MCS promptly (and in any event within 15 days) of any change in circumstances which causes any KYC Information to be inaccurate, incomplete or not current (including expired identification documents) and shall provide MCS with updated information and/or documentation as applicable or as requested.

The Entity further represents and warrants, for the benefit of MCS and any other relevant members of the Maples Group, that:

- (a) all capitalisation monies and other funds passing through the Entity do not originate from, nor will they be routed through, an account maintained in a shell bank and/or a bank organised or chartered under the laws of a country or territory that is designated by the Financial Action Task Force as a "High Risk Jurisdiction subject to a Call for Action"; and
- (a) such monies are from legitimate sources and are not directly, or to the Entity's knowledge indirectly, derived from activities that may contravene applicable laws and regulations, including laws and regulations governing money laundering, terrorist financing, proliferation financing, corruption and bribery or sanctions.

MCS may refuse to perform any or all of its obligations under these Terms if it determines, in its sole and unfettered discretion, that to do so would constitute a criminal or regulatory offence in the Cayman Islands or would otherwise contravene a law, regulation or sanctions restriction of the Cayman Islands. MCS will inform the Entity promptly of any decision to refuse to perform an obligation under these Terms in accordance with this provision.

Recycling of KYC Information

The Entity acknowledges and agrees that:

- (a) if and to the extent other members of the Maples Group already hold KYC Information required by MCS, MCS may, instead of requesting such KYC Information from the Entity, source such KYC Information from the relevant members of the Maples Group notwithstanding any restriction as to confidentiality that may apply to the relevant members of the Maples Group in relation to such KYC Information;
- (b) MCS may share any KYC Information provided by the Entity with other members of the Maples Group, if and to the extent the other members of the Maples Group have a need to use such KYC Information to conduct due diligence checks on the Entity or any of its connected persons in accordance with the requirements of the AEOI Laws, the BOTAs, the Cayman AML Regime, or other applicable laws that are equivalent or analogous to any of the foregoing; and



- (c) where MCS shares the KYC Information with other members of the Maples Group in accordance with the preceding subparagraph, this may result in further onward disclosure of the KYC Information to other clients that receive services from MCS or other members of the Maples Group and related parties and who need to know the KYC Information for legitimate business purposes (e.g. investment funds which are serviced by MCS or other members of the Maples Group and which the Entity or any of its connected persons have subscribed to, as well as advisors and service providers engaged by such investment funds).

MCS and other members of the Maples Group recycle the KYC Information as described above to ensure that services which are contingent on the timely collection of KYC Information can be completed efficiently for the benefit of the Entity and its connected persons, as well as the benefit of other clients of MCS and the Maples Group.

If the Entity does not wish to have its KYC Information shared and recycled as described above, and the Entity is prepared to receive and comply with repeated requests for KYC Information that MCS and/or other parts of the Maples Group may make in relation to services MCS and other members of the Maples Group provide to the Entity or other clients, the Entity may opt out from the recycling of KYC information as described above, by notifying MCS in writing.

Services Non-Exclusive

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

Remuneration

MCS shall be entitled to receive a non-refundable authorised contact fee payable promptly when invoiced in accordance with the Fee Schedule in effect as at the Commencement Date.

MCS shall be entitled to receive a non-refundable fee for the provision of the authorised contact services to the Entity payable in advance by 1 January in each year in accordance with the Fee Schedule in effect at the time when the relevant fee is invoiced.

MCS shall be entitled to receive a non-refundable fee in accordance with the Fee Schedule in effect at the time when the relevant fee is invoiced, and any expenses, disbursements and charges incurred as a consequence of sending and/or

responding to any notices or requests for information under the BOTAs and responding to queries in respect to it however so arising.

If MCS is requested to undertake any services not covered in these Terms it shall inform the Entity that such services are not covered by these Terms and, if MCS 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. The Entity acknowledges that such additional services will be covered by other applicable terms and conditions of business of MCS as then in effect.

All invoiced fees, expenses and disbursements payable to MCS pursuant to these Terms shall be paid net of any taxes or surcharges. Invoiced sums collected by MCS, including monies for payments to be made by MCS on the Entity's behalf, are agreed as paid and received in settlement of a debt due by the Entity to MCS for services rendered in accordance with Schedule 1 to these Terms.

MCS reserves the right to charge interest in the event that an invoice remains unpaid for a period of more than 30 days after receipt and after sending at least one (1) payment reminder. If MCS exercises its right to charge the Entity interest, such interest will be at a daily rate of 2% per annum above the Bank of Butterfield (Cayman) Limited USD Prime rate at the relevant times or the maximum permitted by law, whichever is the lesser, until payment in full of the invoice.

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

Any requests received by MCS from the Entity for legal advice or services and any legal issues arising or assistance required (in either case as determined by MCS) from or in relation to documentation received by MCS shall be referred to the firms of Maples and Calder and the Entity agrees to settle promptly the resulting fees and disbursements of the firms of Maples and Calder, which shall be charged in accordance with its fee rates and terms and conditions of business as then in effect.

Termination

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

- (a) by giving not less than sixty (60) days' written notice to the Entity;
- (b) by giving not less than fourteen (14) days' written notice to the Entity if the Entity shall have: (i) committed any breach of its obligations under these Terms; and/or (ii) failed to perform its obligations under the Act and/or the BOTAs, and in each case where the Entity shall have failed to make good such breach or

perform its obligations within fourteen (14) days of receipt of written notice by MCS requiring it to do so;

- (c) by giving not less than seven (7) days' written notice to the Entity if the Entity or any person associated with the Entity: (i) is in breach of any applicable regulatory law, the AMLRs, becomes subject to criminal proceedings, or is subject to any international financial sanction or is otherwise designated as a person with whom MCS is prohibited from dealing; (ii) no longer fits with MCS's business acceptance and/or continuance criteria and/or business profile, including by failing to comply with any obligations relating to KYC Information under these Terms; and/or (iii) makes a statement to MCS which is false, deceptive or misleading as determined by MCS (in its absolute discretion) in respect of any information required to be provided under the BOTAs or otherwise.

The Entity may terminate the appointment of MCS under these Terms:

- (a) by giving not less than sixty (60) days' written notice to MCS; or
- (b) by giving not less than fourteen (14) days' written notice to MCS if MCS shall have committed any breach of its obligations under these Terms and shall have failed to make good such breach within fourteen (14) days of receipt of notice served by the Entity requiring it to do so.

These Terms will be deemed to have terminated automatically upon the Entity ceasing to be eligible under the BOTAs to appoint a contact person for the purposes of responding to requests for beneficial ownership information to the competent authority (as defined in the BOTAs).

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

MCS shall, on the termination of its appointment under these Terms and upon payment by or on behalf of the Entity of any outstanding fees, costs and expenses due to MCS or to another member of the Maples Group, deliver or procure to be delivered to the Entity, or as the Entity may direct, the corporate records of the Entity which are in its possession or under its control.

Receipt of Monies

All monies received by MCS will be received subject to these Terms and in connection only with the Services to be provided by MCS set out in Schedule 1 hereto.

All monies received by MCS shall be reconciled no less frequently than monthly in order to determine the appropriate allocation of such monies on behalf of the Entity.

Monies received by MCS will be applied against MCS's outstanding invoices in such order as MCS shall determine, unless otherwise directed by the Entity.

Any client monies will be held to the credit of the Entity in a dedicated sub-ledger account that is clearly segregated and distinct from any accounts of MCS and/or the Maples Group. No interest will be payable on any monies held by MCS to the credit of the Entity.

Payouts of any monies held to the credit of the Entity shall only be made upon MCS's receipt of verified written directions from the Entity and/or its authorised officers.

Complaints

If the Entity has any complaint about any aspect of the service being provided to it under these Terms, the Entity should raise the concern with its usual Maples Group contact. If the complaint is not thereafter resolved to the Entity's satisfaction, email the complaint to notices@maples.com and it will be considered by a director of MCS.

Legal Action

MCS shall not be required to take any legal action on behalf of the Entity other than as may be expressly agreed in writing. In no circumstances shall MCS 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 MCS shall be entitled to rely upon instructions given by, or purporting to be given by, the Management or other officer or an authorised signatory of the Entity, any legal adviser, manager or administrator appointed by the Entity (as applicable to the Entity), or the Entity's Authorised Representative (as defined in Schedule 1).

Responsibility, Limitation of Liability, Indemnity and Release

MCS shall not be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Entity or any other person at any time from any cause whatsoever 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 MCS's actual fraud or wilful default or that of any of its directors, officers, employees or agents (as the case may be).

The Entity shall indemnify (on a full indemnity basis) and hold harmless MCS and each member of the Maples Group, their successors and assigns and their respective directors, officers, employees, agents and partners (collectively, the "**Indemnified Persons**") and each of them, as the case may be, from and against all liabilities, obligations, losses, damages, penalties, actions, proceedings, investigations, government or regulatory actions, claims, judgments, orders, demands, costs, expenses or disbursements of any kind (including legal fees and expenses of



any kind, including without limitation to the foregoing, those relating to any of the aforementioned, and including those paid to a member of the Maples Group for services to an Indemnified Person) whatsoever which they or any of them may incur or be subject to in consequence of these Terms or as a result of the performance of these Terms or as a result of the performance of the services under these Terms except and to the extent that the same are as 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. No person shall be found to have committed actual fraud or wilful default under these Terms unless or until a court of the Cayman Islands has reached a final non-appealable determination to that effect.

MCS shall not 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 these Terms in each case whether or not MCS has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt MCS shall not be so liable for any loss of goodwill or reputation.

Unless caused by their actual fraud, the maximum aggregate liability of any Indemnified Person(s) under these Terms is limited to an amount not exceeding three (3) times the fees paid to MCS for the services provided under these Terms 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 MCS's appointment under these Terms,

whichever is greater.

This Responsibility, Limitation of Liability, Indemnity and Release provision shall survive termination of these Terms.

Force Majeure

MCS shall not be held liable for any delay or failure to fulfil its obligations under these Terms as a result of causes beyond its reasonable control. Such causes include, but are not limited to, fire, floods, hurricanes, pandemics, tropical storms, typhoons, acts of God, acts and regulations of any governmental or supranational authority, wars, riots, strikes, lock-outs and industrial disputes.

Miscellaneous

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

Without prejudice to the fifth paragraph of the Remuneration provision above, MCS may, at its own expense, delegate all or any of the services on its part to be performed under these Terms to another Maples Group entity. If MCS does delegate all or any

of the services to another Maples Group entity in accordance with this paragraph (a "**Delegate**"), MCS shall nonetheless remain solely responsible to the Entity for the provision of the services and liable to the Entity for any loss caused to the Entity by the Delegate but only to the extent that MCS would have been liable for such loss under these Terms if such loss were caused by MCS itself and the Delegate shall have no liability of any sort whatsoever or howsoever arising under these Terms or as a consequence of the delegation of all or any services to it. The Entity agrees that it may not bring any claim against any Delegate in relation to the provision of services under these Terms by MCS.

Notwithstanding any other provision of these Terms MCS shall, at all times, comply with all laws and regulations applicable to it including but not limited to its obligations as the holder of a trust licence regulated by CIMA.

Data Protection and Records

In providing the services and otherwise fulfilling its obligations under these Terms, MCS 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 MCS by or on behalf of the Entity ("**Relevant Personal Data**"). The Entity acknowledges and agrees that: (a) to the extent MCS acts as a "data controller" (as defined in section 2 of the DPA) in respect of the Relevant Personal Data, MCS may process the Relevant Personal Data in accordance with the applicable data protection laws (including the DPA), as well as MCS's privacy notice (available at www.maples.com/privacy or upon request); and (b) to the extent MCS acts as a "data processor" (as defined in section 2 of the DPA) in respect of the Relevant Personal Data, the provisions of the "Data Processing Addendum (Cayman)" (in the form available at www.maples.com/privacy) shall apply to any processing of Relevant Personal Data undertaken by MCS.

Before disclosing any Relevant Personal Data to MCS, the Entity shall ensure that it has obtained the necessary consent of the individuals to whom the Relevant Personal Data relates, or that it is otherwise legally permitted under the DPA to share the Relevant Personal Data with MCS, so that MCS may in turn lawfully process the Relevant Personal Data in accordance with these Terms.

EU General Data Protection Regulation

Where the Entity is directly subject to Regulation (EU) 2016/679 of 27 April 2016 ("**GDPR**") due to Article 3(2)(a) of GDPR and MCS is required to process any Relevant Personal Data which is subject to GDPR, or alternatively, where the Entity requires MCS to process Relevant Personal Data which the Entity indirectly sources from an affiliate of the Entity or a relevant third party domiciled in the EEA, the Entity may request that MCS enter into EU standard contractual clauses ("**EU SCC**") with the Entity:

- (a) in the form set out in Commission Implementing Decision (EU) 2021/914; and/or

- (b) in such other form as the European Commission may adopt from time to time pursuant to Article 46 of GDPR,

but only if and to the extent the Entity is unable to rely on Article 45 or Article 49 of GDPR in making the Relevant Personal Data available to MCS.

MCS shall not unreasonably refuse the Entity's request that MCS enters into an EU SCC.

Confidentiality

It is agreed between the Entity and MCS (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 these Terms, 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 (including, but not limited to, required particulars or in any Written Confirmation which are required by the BOTA to be disclosed to the relevant authorities) 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 legitimate 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 (including where the Entity's KYC Information is disclosed by MCS to other members of the Maples Group as described in the Recycling of KYC Information section of these Terms);
- (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 Management, principals, affiliates, shareholders, beneficial owners, 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: (i) does not prohibit MCS from disclosing information within the Maples Group for legitimate business purposes (subject to any such recipients of confidential information keeping it confidential in accordance with these Terms); (ii) does not prohibit the Entity from disclosing a copy of these Terms to its Management or prospective Management (as applicable); and (iii) shall survive termination of these Terms.

Use of Technology and Artificial Intelligence

In providing services to the Entity, MCS 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. MCS 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.

Anti-bribery

MCS has policies and procedures in place relating to bribery and corruption. MCS will not on the Entity's behalf or otherwise: (a) make any payment, offer or promise to pay money or anything of value to any public official for the purpose of influencing the act or decision of, or for securing an improper advantage from such public official; or (b) make any payment, offer or promise to pay money or anything of value to any other person or entity if such payment, offer or promise is made for the purpose of influencing or securing any improper advantage; or (c) undertake any activities which will result in a contravention of the Anti-Corruption Act (As Revised) of the Cayman Islands or any other anti-bribery legislation applicable to MCS.

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 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 these Terms, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised) of the Cayman Islands.

Notwithstanding any other term of these Terms, the consent of any person who is not a party to these Terms (including, without limitation, any Indemnified Person or Delegate) is not required for any amendment to, or variation, release, rescission or termination of these Terms.

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

Notices

Any notices to be given under these Terms shall be sufficiently given if sent by hand, pre-paid courier, email or by fax and shall be deemed to be received (in the case of email and fax) at 10.00 a.m. on the next business day in the place of receipt following dispatch or (in the case of by hand or by courier), five (5) days after the dispatch thereof and shall be sent:

- (a) in the case of MCS, to its address specified against its name in the Interpretation provision above or by fax to fax number + 1 345 949 8080 (marked for the attention of the Head of Corporate Services) or by e-mail to notices@maples.com;
- (b) in the case of the Entity, to such correspondence address, fax number or email address as specified by the Entity to MCS 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 MCS in its sole and absolute discretion considers appropriate.

Severance

If any provision of these Terms shall be found by any court or arbitrator to be invalid or unenforceable, 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 Entity acknowledges and agrees that MCS 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 MCS does so, MCS will post any such changes on the Maples Group site (www.maples.com) bearing the date on which such Terms came into effect. The current version of these Terms is also available on request. The Entity's continued use of MCS's services following any such change shall be deemed and constitutes the Entity's acceptance of those changes and the Entity acknowledges and agrees to be bound by the current version of these Terms at all times and that unless stated in the current version of these Terms all previous versions shall be superseded by the current version.

Arbitration and Waiver of Legal Proceedings

All claims, disputes and controversies arising out of or in connection with these Terms, may, at MCS's option, be subject

to binding arbitration to be held in the Cayman Islands before a retired judge or senior lawyer to be agreed upon between the parties or in the absence of such agreement to be appointed by the President of the Cayman Islands Legal Practitioners Association or the President of any successor self-regulatory association for Cayman Islands attorneys (or, if such President is affiliated with the Maples Group, the Vice President). The arbitration will be conducted in English and in accordance with the London Court of International Arbitration Rules. The arbitrator's award shall be final and binding and may be entered in or enforced by any competent court. If court action (including any kind of claim, suit or proceeding) has been initiated by the Entity against MCS at or prior to the time MCS elects to refer the issue to arbitration as provided for under these Terms, then it is agreed that such action shall be discontinued, unless any arbitrator appointed determines that MCS has waived the right to such a discontinuance by participating in the action without having raised, reserved or asserted its rights under this provision.

Entire Agreement

These Terms supersede all previous agreements between the Entity and MCS for the provision of authorised contact services as set out in Schedule 1 to these Terms to the Entity. These Terms set out the entire agreement and understanding between the parties relating to its subject matter.

Proper 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 them or their formation (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

Subject to the Arbitration and Waiver of Legal Proceedings provision set out above, 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.



Schedule 1

Services to be provided by MCS

Authorised Contact Services

The Entity is a fund registered with CIMA under the Private Funds Act (As Revised) of the Cayman Islands (the "**Private Funds Act**") or the Mutual Funds Act (As Revised) of the Cayman Islands (the "**Mutual Funds Act**"). The Entity shall provide a Written Confirmation (or such other evidence in writing as MCS may in its sole discretion permit) appointing MCS as the Entity's contact person for the purposes of responding to requests for beneficial ownership information to the competent authority (as defined in the BOTTA) ("**Authorised Contact Services**"). Prior to the commencement of, and throughout the duration of, such appointment, the Entity shall provide to MCS the contact details (including name, telephone number and email address) of an authorised representative of the Entity nominated to respond to beneficial ownership requests (the "**Authorised Representative**"). Upon MCS accepting the appointment to provide the Authorised Contact Services, and provided that the Entity is registered with CIMA, the Entity's registered office provider may notify the competent authority that MCS is the contact person for the Entity for such purposes.

Upon receipt of a request for beneficial ownership information from the competent authority, MCS shall forward such request to the Authorised Representative. Notwithstanding the Notices provision of these Terms, the Entity undertakes to provide the requested beneficial ownership information to MCS within such period as MCS may in its sole discretion require in order to comply with the request from the competent authority.

The Entity further undertakes: (i) to provide any other information that MCS may in its sole discretion request to comply with the requirements of the BOTTA; (ii) to notify, and to provide updated information to, MCS promptly if it becomes aware at any time of a change to such information; (iii) to confirm or update such information promptly upon request from MCS from time to time and in any event within such period as MCS may require to comply with the requirements of the BOTTA; (iv) to notify MCS immediately if it has been de-registered as a fund from CIMA under the Private Funds Act or the Mutual Funds Act and is therefore no longer eligible under the BOTTA to appoint a contact person to provide Authorised Contact Services; and (v) if for any reason MCS ceases to provide Authorised Contact Services, to notify its registered office provider in writing that MCS is no longer acting as authorised contact and providing Authorised Contact Services to the Entity.

Forwarding of Communications

MCS shall use all reasonable endeavours to forward to the Entity and/or the Authorised Representative all correspondence and other communications addressed to the Entity and received by MCS on its behalf. MCS is not obliged to open or to review such correspondence or communications and will forward them to the

Entity and/or the Authorised Representative by such means as MCS considers appropriate absent specific written instructions from the Entity and agreement as to fees in relation to the forwarding method. MCS shall not be liable to the Entity and/or the Authorised Representative for the late receipt by the Entity or non-delivery of any such correspondence and other communications which MCS receives on behalf of the Entity from third parties absent the actual fraud or wilful default of MCS.

Schedule 2

Schedule of Fixed Fees for the provision of Authorised Contact Services

Service	Fees (US\$)
Authorised Contact Fee	\$250 p.a.
Forwarding the BOTA Competent Authority Requests to the Entity and filing the response.	\$500
Additional costs will be incurred with respect to any legal advice or services, analysis or other assistance that any other Maples Group entity provides in assisting the Entity to comply with its obligations under the BOTA.	-