

By choosing to make use of the fiduciary services of Trident Trust Company Limited the Client agrees to accept all of the following terms of business of this Agreement:

### 1. Definitions

“Service Provider” means Trident Trust Company Limited, any affiliated company and each of its employees, agents, officers and servants from time to time who are engaged in providing the Services;

“Client” means the Service Provider’s instructing party and the client of record, individually or jointly as the context requires;

“Services” means Trust, Company or Foundation Formation, Administration and Registered Agent services and any other ancillary services as may be agreed between the parties from time to time.

These Terms of Business together with any services agreement (whether company administration, secretarial or nominee) (“the Agreement”) constitute the exclusive basis on which the Service Provider provides Services to the Client.

When Services are provided pursuant to this Agreement the representations relating to the Client will be deemed automatically to apply, unless the Client advises the Service Provider to the contrary, and are given in consideration of the Service Provider agreeing to provide the Services.

### 2. The Service Provider

- 2.1 The Service Provider will provide the Services (or such other services as may be agreed in writing between the Client and the Service Provider) with reasonable skill and care and in all cases as soon as reasonably practical. Time shall not be of the essence of this Agreement.
- 2.2 The Client acknowledges that in connection with the provision of the Services the Service Provider may be instructed by the Client to instruct a legal advisor or other third party provider of services. Any costs associated with the Services provided by such third parties shall be invoiced to and settled by the Client.
- 2.3 The Service Provider shall only take instructions from the Client. Subject to Clause 5.2, no instructions shall be taken from such third party or any information regarding the Client provided to such third party without the Service Provider having first obtained the permission of the Client.

### 3. The Client

- 3.1 The Client shall provide to the Service Provider such information as the Service Provider considers necessary in order to ensure compliance with all applicable legislation.
- 3.2 The Client is responsible for ensuring that information provided by the Client is correct and that it and any person responsible for doing so has taken all necessary tax and legal advice in all relevant jurisdictions outside Jersey, ensuring that the activities or proposed activities will not breach the laws of any relevant jurisdiction. The Service Provider is not responsible for advising the Client in relation to any matter.

- 3.3 The Client shall immediately inform the Service Provider of any matters that might affect the Service Providers willingness to provide, or continue to provide, any of the Services.

### 4. Fees & Invoicing

- 4.1 The Service Provider’s Schedule of Fees are those which have been agreed between the Service Provider and Client and in the absence of such agreement, shall be the fees and charges of the Service Provider as published from time to time and which are available on the Trident Trust website ([www.tridenttrust.com](http://www.tridenttrust.com)).
- 4.2 The Service Provider shall not be required to incur any expenses or make any payments in the course of providing the Services unless the Service Provider is in receipt of sufficient funds in advance.
- 4.3 Invoices for the Services (which will include the amount of any disbursements) will be rendered to the Client’s address unless another addressee is otherwise agreed to in writing with the Service Provider. The Client agrees to pay and discharge any such invoice forthwith on demand in the event that it remains unpaid 90 days after the due date for payment. Terms of payment are settlement within 30 days. If terms are not adhered to the Service Provider reserves the right to charge interest on overdue accounts at the rate of 1% per month and to refuse to provide any further services until all outstanding invoices are settled.

### 5. Information & Confidentiality

- 5.1 Subject to Clause 5.2 the Service Provider shall use all reasonable endeavours to keep confidential information provided to it by the Client.
- 5.2 The Client acknowledges that the Service Provider is bound by regulatory and other obligations under the laws of Jersey and agree that any action or inaction on the part of the Service Provider carrying out such obligations shall not constitute a breach of the Service Provider’s duties hereunder.
- 5.3 Any report, letter, information or advice the Service Provider gives to the Client pursuant to its representation is given in confidence solely for the purpose of such representation and is provided on condition that the Client undertakes not to disclose same without the Service Provider’s prior written consent.
- 5.4 The Service Provider shall not be required or obliged to take any action which it considers to be unlawful or improper or which may cause it to incur any personal liability and the Service Provider shall not be liable for refusing to take any such action.
- 5.5 Notwithstanding any provision hereof the Service Provider shall be entitled and is irrevocably authorised to open and read all and any correspondence, letter, fax or other communication received by the Service Provider on behalf of the Client.

**6. Notices**

Any notice or other document to be served under this Agreement must be in writing and may be delivered by hand or sent by pre-paid letter post or facsimile transmission to the party to be served at that party's address as provided (or as varied from time to time by notice in writing).

**7. Assignment**

The terms of this engagement shall be binding upon and endure for the benefit of the successors of the parties but shall not be assignable in whole or in part by any party without the prior written consent of the other parties provided that the Service Provider shall be entitled to assign its rights and liabilities hereunder by not less than 28 days notice to the Client.

**8. Termination & Suspension of Services**

8.1 The Service Provider may terminate the services by giving no less than 90 days written notice. In such event the obligations of the parties (save as set out in clause 8.4 and in respect of antecedent breaches) shall cease and terminate.

8.2 This Agreement may be terminated with immediate effect by notice in writing by the Service Provider in the event that:

(a) the other party commits any material breach of its obligations under this agreement or under any other agreement between the parties; or

(b) the other party goes into liquidation (except for the purpose of a bona fide solvent amalgamation or re-organisation) or is declared bankrupt; or a bankruptcy petition is presented against it or a receiver or Service Provider is appointed in respect of it.

8.3 The Service Provider shall be entitled to either resign as Service Provider by written notice or terminate this Agreement with immediate effect by written notice to the Client in the event that any legal proceedings are commenced against the Client (including any injunction or investigation proceedings or any incident that may bring the reputation or standing of the Service Provider into disrepute).

8.4 Termination shall be without prejudice to any rights or liabilities of any party either arising prior to termination or arising in respect of any act or omission occurring prior to termination.

8.5 In the event of termination, the Service Provider shall not be obliged to return all or any part of the fees and expenses paid to it hereunder (save for amounts paid on account of disbursements to be incurred).

8.6 In the event of termination the Service Provider and the Client shall each arrange that all such acts are done as may be necessary to give effect to such termination and the Client shall within 30 days of the date of termination procure the appointment of a successor Service Provider and the Service Provider shall, subject to payment of all amounts due to it, co-operate with the Client in relation to such appointments.

8.7 The Service Provider shall be responsible for the preparation and filing of the necessary resolution/minute required to effect any transfer to a successor Service Provider and the applicable rate for undertaking this service shall be invoiced and settled by the Client prior to the filing of the resolution/minute.

8.8 The Client acknowledges that notwithstanding the right of the Service Provider to terminate or suspend its services in accordance herewith the Service Provider (and/or its officers, agents and employees) may have continuing regulatory/fiduciary duties under applicable law. Accordingly, without prejudice to its rights, it is agreed that the Service Provider shall be entitled (but not obliged) to continue to provide services so as to discharge such duties and shall be entitled to charge its applicable rate for the provision thereof.

**9. Entire Agreement**

These Terms of Business, Service Agreement and the Service Provider's Schedule of Fees constitute the entire agreement between the parties in relation to the provision of Services and may only be varied by agreement in writing signed by or on behalf of the parties.

**10. Law & jurisdiction**

The Agreement shall be governed by and construed in accordance with the laws of Jersey and any dispute arising in respect thereof shall be subject to the jurisdiction of the courts of Jersey and the Client hereby submits to the jurisdiction of such courts.

**11. Other Provisions**

11.1 The Service Provider shall be entitled to amend these Terms of Business from time to time provided that the Service Provider shall give reasonable advance notice in writing to the Client before such amended Terms of Business shall take effect.

11.2 The Client shall provide full details of and promptly inform the Service Provider of any changes in its contact details.

11.3 The Client shall at all times hereafter indemnify and keep indemnified the Service Provider against all actions, suits, proceedings, claims, demands, costs, charges, expenses and consequences whatsoever which may be taken or instituted against the Service Provider by reason of or on account of the Service Provider providing the Services pursuant to this Agreement.