

TERMS OF BUSINESS – COMPANY MANAGEMENT

It is a fundamental term of business of the Manager that it will not carry out any work on behalf of, or accept fees directly or indirectly from, any Owner (as hereinafter defined) unless and until the Manager has satisfied itself to its complete satisfaction of the indemnity of the Owner, the provenance of all funds to be supplied to the Manager and of the lawfulness of the activities contemplated in respect of the use of the Company. The owner is required to supply all such documents and information as the Manager shall require in order for the Manager so to satisfy itself, and the Owner shall indemnify, keep indemnified and save harmless the Manager from all liabilities claims losses or expenses suffered or incurred by the Manager as a consequence of any false or inadequate information being supplied to the Manager by the Owner in that behalf.

In these Terms of Business references to:

- (a) “the Owner” are to the Manager’s client named in the First Schedule and references to “the Company” are to the company beneficially owned by the Owner detailed in the Second Schedule;
- (b) “the Articles” are to the Articles of Association of the Company.

1. BASIC SERVICES

- 1.1 The Manager will make available the following services (“The Basic Services”) to the Company:-
 - 1.1.1 the provision of a Registered Office in the place of its incorporation;
 - 1.1.2 the provision, where necessary, of a Registered Agent in the place of incorporation;
 - 1.1.3 the maintenance of the statutory books of the Company in accordance with the laws of the place of incorporation.
 - 1.1.4 the convening of board and general meetings as required;
 - 1.1.5 the preparation of agenda for the board and general meetings;
 - 1.1.6 the filing of annual returns required by the laws of the place of incorporation;
 - 1.1.7 the holding of a general meeting annually in conformity with the laws of the place of incorporation.
 - 1.1.8 the safe custody of the minutes of the Company (both board meetings and general meetings) and the regular recording of minutes.
 - 1.1.9 the maintenance of up to date registers of directors, secretary, members and debenture holders, debenture charges and security interests over the Company’s property and of up to date copies of the memorandum of association of the company and the articles;
 - 1.1.10 the provision of facilities for the certification and registration of transfers of shares;
 - 1.1.11 the registration of members in respect of share issues.
 - 1.1.12 the registration of probates, letters of administration, powers of attorney, certificates of death or marriage, stop notices and other instruments affecting the legal ownership of shares in the Company, subject to and in accordance with any restrictions for the time being applying thereto under the articles;
 - 1.1.13 the preparation and authentication of certificates for shares (which shall be provided in blank by the Company) and the despatch thereof to the persons entitled thereto or the holding of the same to the order of such persons or of their agents;

- 1.1.14 the preparation and despatch of dividend or other payment warrants;
- 1.1.15 the preparation of lists of members for inclusion in any annual or other return required to be made by the Company;
- 1.1.16 the provision of facilities for the inspection of any register in accordance with the articles and any applicable law;
- 1.1.17 the keeping and safekeeping of the statutory books (including the register of members) and records of the Company;
- 1.1.18 the delivery on a timely basis of all returns and other documents required to be filed by law to any competent authority in the place of Incorporation;
- 1.1.19 the safekeeping of the common seal of the Company;
- 1.1.20 the posting of accounts, directors' reports, auditor's reports, notices of meetings and notices required to be served under the articles;
- 1.1.21 the performance of all duties properly to be performed by the secretary of a company under any applicable law and the articles;
- 1.1.22 be responsible for the general administration of the Company to ensure its proper day to day operation and the receipt of and dealing with notices and correspondence on behalf of the Company;
- 1.1.23 prepare in accordance with all relevant laws for the approval of the board from information in its possession the annual report and accounts of the Company and such other reports, notices and documents as may from time to time be required by any relevant law, and to arrange for despatch of the same, and to retain copies thereof in the records of the Company;
- 1.1.24 scrutinise and, where appropriate, arrange for the payment of invoices for costs and other expenses incurred by the Company;
- 1.1.25 provide if required (nominee) shareholders to hold shares in or for the Company;
- 1.1.26 liaise as appropriate with the Company's auditors and/or accountants;
- 1.1.27 be responsible for the preparation and forwarding to the members, or to the order of such members, of all requisite certificates, cheques, statements, notices or other documents.

2. ADDITIONAL SERVICES

The Owner may from time to time request the Manager to provide to the Company additional administrative, secretarial, accounting or management services ("the Additional Services") and in the event that the Manager shall agree to provide the same, the Manager shall implement in an efficient manner all reasonable and lawful instructions received from the Owner, in respect of any such request provided that they are not ultra vires the Company.

3. CONFIDENTIALITY

The Manager covenants with the Owner that it will not divulge to any third party any confidential information received from the Owner, save as may be necessary to carry out its obligations and duties or to ensure its rights hereunder unless compelled to do so by law.

4. TECHNICAL EXPERTISE

The Owner shall be responsible for the provision to the Company of such technical expertise as may be required from time to time to ensure that the day to day business of the Company may be well managed and shall ensure that the Company is at all times capable of fulfilling any obligations into which it may have entered. The Owner shall procure that the Company shall provide all information not for the time being in the possession of the Manager as the Manager may reasonably require to enable it properly to perform its duties hereunder.

5. BANK ACCOUNTS

The Manager will ensure that the Company's bank account(s) detailed in the Second Schedule shall be controlled by the signature of the Manager and that the Company's other bank account(s) detailed in the Second Schedule shall be controlled by the persons therein named.

6. ACCOUNTS

The Owner understands and agrees that the Manager may request accounts for the Company to be prepared on an annual basis, (such accounts may be audited) at the expense of the Owner, by a suitably qualified accountant nominated by the Manager and agreed by the Owner. The Owner will provide the Manager with such information and explanations as the Manager may request from the Owner in order to ensure that the preparation of accounts of the Company may be satisfactorily accomplished.

7. INSTRUCTIONS

The Owner expressly agrees that the Manager may rely upon and act in accordance with any instruction or other communication which may from time to time be or purport to be given by telephone, facsimile or e-mail by the Owner himself or on behalf of and as agent for the Owner by any one of the persons specified in the Third Schedule without enquiry on the Manager's part as to the authority or identity of the person making or purporting to make such instruction or other communication and regardless of the circumstances prevailing at the time of such instruction or other communication. The Manager shall be entitled to treat such instruction or other communication as fully authorised by and binding upon the Owner and the Manager shall be entitled to take such steps in connection with or in reliance upon such instruction or other communication as the Manager may in good faith consider appropriate, whether such instruction or other communication includes instructions to pay money or otherwise to debit or credit any account or relates to the disposition of any money security or document or purports to bind the Owner to any agreement or other arrangement with any other person or to commit the Owner to any other type of transaction or arrangement and notwithstanding (a) the amount of money involved and (b) any error or misunderstanding or lack of clarity in the terms of such instructions or other communication. In the event that the Owner instructs the Manager, or the Manager is otherwise required, to transfer any data relating to the Company or to the Owner to a country which does not ensure an adequate level of protection within the meaning of Article 25(2) of the European Union Data Protection Directive of 1995, the Owner consents to such transfer.

8. FEES

In consideration of the provision of the Basic Services the Manager shall be entitled to the annual fees payable in advance detailed in the Fourth Schedule and in respect of the Additional Services the Manager shall be entitled to charge a fee which shall be determined by reference to the amount of time spent by the Manager and which shall be agreed from time to time between the Manager and the Owner.

9. FEE REVIEW

The Manager may, during the month of December in any year during the term of this Agreement and any extension of it, by written notice, call upon the Owner to agree to a revision of the amount, or the basis of the calculation, of the remuneration hereinbefore referred to, such revision not to take place prior to the date specified in the Fourth Schedule, such amount to be reviewed for the purpose of assuring the Manager an equitable fee and the Company of the adequacy of services performed hereunder.

10. DISBURSEMENTS AND EXPENSES

The Owner agrees to reimburse the Manager for all reasonable expenses, including, but not limited to, travel and accommodation expenses, telephone, facsimile and email expenses, legal fees, actuarial and accounting fees, printing and stationery costs and any costs which are incurred by the Manager on behalf of the Company. Such expenses shall be billed by the Manager in such form and detail as the Owner may reasonably request and, in respect of the payments for travel and accommodation expenses, such invoices shall show a breakdown of costs incurred together with a substantiation of such expenses, and be certified as accurate by a responsible officer of the Manager.

11. INTEREST

In the event that any monies due to be paid to the Manager by the Owner under the terms of this Agreement remain unpaid for a period of two months from the date of the raising of the invoice by the Manager, the Manager will be entitled to interest from the Owner at the rate of 4% above NatWest Offshore Limited Base Rate backdated to the date of the invoice on the amount for the time being outstanding as well after as before judgement.

12. LEGAL PROCEEDINGS

In addition to all other payments due by the Owner to the Manager hereunder the Owner shall be obliged to pay, on a full indemnity basis, all legal costs incurred by the Manager resulting from the institution of legal or other proceedings against the Owner by the Manager for the recovery of any monies due pursuant to the terms of this Agreement.

13. TERM

- 13.1.1 This Agreement shall be for a period of three years and thereafter shall continue from year to year upon the same terms (in so far as they are applicable) but with the right of either party hereto to terminate this Agreement, without cause, by giving at least one year's written notice in that behalf prior to the date upon which termination is to take place.
- 13.2. The Owner, or the Manager, or both, as the case may require, shall have the right to terminate this Agreement at any time by giving 30 days' notice in writing to the other party upon the happening of any one or more events set out in sub-clauses 3.2.1 to 3.2.4 5 inclusive:
- 13.2.1 if the other party enters into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction not involving a realisation of assets) or if a receiver is appointed in respect of any part of the other party's property or undertaking or if the other party becomes insolvent or bankrupt or enters into any composition with his or its creditors or suffers any distress or execution to be levied on all or any part of his or its assets or if any analogous proceedings take place under the laws of any foreign jurisdiction;
- 13.2.2 if the parties are unable to agree the level of the Manager's remuneration in respect of Additional Services under the provisions of Clause 2 hereof;
- 13.2.3 if the other party refuses or is unable to agree to a proposed revision of the amount of or the basis of calculation of the remuneration under the provisions of Clause 8 hereof.
- 13.2.4 if in the reasonable opinion of the Manager the Owner is unable to fulfil his obligations under this Agreement in respect of the payment of fees;
- 13.2.5 if in the reasonable opinion of the Manager the Owner engages in any activity in relation to the Company which directly or indirectly is prejudicial to the reputation of the Company or unethical or which is unlawful.
- 13.3 respect of any liability or obligation arising under this Agreement prior to such termination.
- 13.4 In the event of a notice of termination being served by either party on the other the Owner shall be obliged, within 28 days of the service of such notice, to arrange for the transfer of the management of the Company from the Manager to a new manager. Upon the supply by the Owner to the Manager of the details of the new manager the Manager shall, provided that the Owner shall have paid all fees and disbursements due to the Manager to date, be obliged to procure the transfer of the management of the Company to the new manager. In the event that such information concerning the new manager is not given by the Owner to the Manager or in the event that the Owner does not pay its fees in full as aforesaid the Manager shall be entitled to procure the liquidation of the Company or its removal from the register of companies in the place of its incorporation, and the costs of so doing shall be a debt due by the Owner and/or the Company to the Manager payable on demand on a full indemnity basis.
- 13.5 Upon the Manager's ceasing to be the manager of the Company for whatever reason it shall have a first and paramount lien over all records and papers of the Company until its fees shall have been paid in full and in order to give effect thereto the Owner confirms his understanding and

agreement that in executing this Agreement the Company is giving its consent to such lien and the Owner expressly agrees that the Manager shall be entitled to procure that the Company signifies its consent to this Clause by so confirming by a letter under its common seal.

14. INDEMNITY

- 14.1 The Owner hereby covenants with the Manager to indemnify, and keep indemnified the Manager, its directors, officers and employees and each of them against all actions, suits, proceedings, claims, demands, costs, charges and expenses whatsoever which may be made, taken or instituted against them or which may be incurred by or become payable by them or any of them in connection with or arising out of the services provided to the Company pursuant to this Agreement of in connection or arising out of any act or omission done by them or any of them directly or indirectly upon advice or recommendations, whether oral or written and howsoever received from the Owner or his Agents, PROVIDED THAT this indemnity shall not extend to any actions, suits, proceedings, claims, demands, costs, charges and expenses whatsoever which may be made, taken or incurred against the Manager, its Directors, officers, or employees, or which may be incurred by or become payable by them or any of them, in respect of any wilfully negligent or fraudulent act or omission.
- 14.2 The Manager shall not be required to take any legal action on behalf of the Company or in respect of any assets of the Company unless fully indemnified to the Manager's reasonable satisfaction of all expenses and liabilities that may be incurred or suffered by it and if the Owner requires the Manager to take any action which in the reasonable opinion of the Manager might make the Manager liable for the payment of monies the Manager shall be indemnified by the Owner in a reasonable amount and form satisfactory to the Manager as a pre-requisite to taking action.

15. DELAYED OR PREVENTED PERFORMANCE

Neither party shall be considered in default in the performance of his or its obligations hereunder to the extent that such performance is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such an event be extended for a period equal to any time lost.

16. NOTICE

Any notice requiring to be served hereunder shall be sufficiently served on:

- 16.1 the Owner if sent to the address detailed in the First Schedule or to his last known address and any notice sent to one Owner shall be deemed to be good and effective service upon any other Owner pursuant to this Agreement;
- 16.2 the Manager if sent by pre-paid post to the registered office for the time being of the Manager.
- 16.3 Any notice sent by post shall be deemed to have been given at the time when in due course of post it would be delivered to the address to which it was sent.

17. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of Gibraltar and the Court of Gibraltar and shall be a non-exclusive forum for all disputes arising here from and the Owner hereby irrevocably submits to the jurisdiction of the Court of Gibraltar (the said jurisdiction)

18. JOINT AND OTHER OWNERS

In this Agreement any reference to the Owner shall include joint promoters and in such case shall bind them jointly and severally and any reference to the masculine gender shall include a reference to the feminine and neuter genders and vice versa.

19. LIABILITY OF COMPANY FOR OWNER'S FEES

Should any fee due by the Owner hereunder be unpaid for a period of two months, such debt (together with interest as provided by Clause 11 shall be deemed to be a debt due jointly and severally by the Owner

and the Company and the Manager shall be entitled to procure that the Company pays such debt to the Manager including the realisation of the assets of the Company, and the Owner expressly agrees that the Manager shall be entitled to procure that the Company signifies its consent to this by executing a Management Agreement under its Common Seal.

20. ADVICE

The Manager will not offer specific advice to the Owner. The Manager may, after agreement with the Owner, instruct suitably qualified companies or individuals in relation to specific advice which may be relevant to the Manager in the performance of its duties.

21. COMPLAINTS

The Manager takes very seriously the standard of service and care offered to our clients. We appreciate that we may not always achieve the high standards we aim for. Should a situation arise where a client unfortunately feels the need to make a complaint, we have established procedures to deal with this. Usually we can resolve matters within a few days.

In the first instance you should direct your complaint to the Director/Administrator with whom you normally communicate. Your complaint will be acknowledged immediately, certainly within twenty four hours. If your line Director/Administrator is unable to satisfactorily resolve your complaint, the matter will be referred to the Managing Director.

Solent Corporate Services Limited undertake to respond as comprehensively as possible within fourteen days.

If you are still dissatisfied with the response or actions of Solent Corporate Services Limited, the ultimate recourse is to the Gibraltar Financial Services Commission. The basis under which the Commission would act on complaints is set out on the FSC website (www.fsc.gi/fsc/complaints). In the event that you are unable to access the website, Solent Corporate Services Limited will be pleased to forward a copy of the relevant page for your perusal.

22. DATA PROTECTION ORDINANCE 2004

Your Right of Correction, Removal and Access

If you believe that personal information held by Solent Corporate Services Limited is inaccurate, you have the right to request that we rectify or destroy any inaccurate data within 28 days of receipt of your request (subject to confirmation that the data is in fact inaccurate).

Alternatively, you have the right to access details of all information retained by Solent Corporate Services Limited referencing you. A fee of £10.00 per application is applicable. Please place your request in writing to Solent Corporate Services Limited enclosing a cheque for the appropriate amount. It is a statutory requirement that Solent Corporate Services Limited will respond in writing within 28 days from receipt of your request. Please be advised in some limited situations, your right of access will not apply, for example in respect of criminal investigations.

This Disclaimer and Privacy Statement could be subject to change from time to time. For further information and notice of change, visit www.gra.gi or our website www.solentcorp.com

23. MANAGEMENT AGREEMENT

A Management Agreement will be drawn up by The Manager for signing by all parties having a beneficial ownership. The Agreement will replicate matters identified within the Terms of Business.

24. ACCEPTANCE

The Terms of Business will be deemed to have been accepted by the Owner upon the receipt by the Manager of any instructions by or on behalf of the Owner, whether oral or written, in any matter.