



Terms and Conditions for the Provision of Registered Office Services by Bell Rock Group Financial Services Limited (BR)

Interpretation

These terms and conditions (these "**Terms**") set out the entire agreement between BR and the Company for the provision of registered office services to the Company. In these Terms the following words shall have the following meanings:

"**AEOI Laws**" means the Tax Information Authority Law 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;

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

"**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the Cayman Islands on which banks are open for non-automated business;

"**CIMA**" means the Cayman Islands Monetary Authority;

"**Commencement Date**" means the date of incorporation of the Company or the date on which BR began providing registered office services to the Company, if later;

"**Company**" means the company which has requested, directly or indirectly, that BR provide it with registered office services and which BR has agreed to do under these Terms;

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

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

"**Electronic Transactions Act**" means the Electronic Transactions Law of the Cayman Islands;

"**Fee Schedule**" means the schedule of fees published by BR and in effect from time to time for the provision of registered office facilities and related 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;

"**Law**" means the Companies Act of the Cayman Islands;

"**Bell Rock**" means the firm of Bell Rock and any entities, whether partnerships, companies or otherwise, owned or controlled by, or under common control with or affiliated with, Bell Rock as may be established from time to time;

"**BR**" means Bell Rock Group Financial Services Limited of Centennial Towers, 205c, 2454 West Bay Road, Grand Cayman, KY1-9006, Cayman Islands;

"**Members**" means the members/registered shareholders (as defined in the Law) from time to time of the Company;

"**Officers**" means the officers from time to time of the Company;

"**Registrar**" means the Registrar of Companies in and for the Cayman Islands;

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

"**Written Confirmation**" means a written confirmation of exemption (containing such information as required by the Law) from the requirement under the Law to establish and maintain a beneficial ownership register.

For the purpose of these Terms:

- (a) use of the singular includes the plural and vice versa;
- (b) 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;
- (c) "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;
- (d) any requirements as to delivery under these Terms include delivery in the form of an Electronic Record;
- (e) 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
- (f) sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

Appointment of BR

With effect from the Commencement Date, BR shall provide at its address in the Cayman Islands the registered office of the Company and shall perform the services set out in Schedule 1 to these Terms, in each case in accordance with these Terms. The Company's use of BR's services shall be deemed and constitutes the Company's acceptance of these Terms.

Documents and Information to be Supplied by the Company

The Company shall promptly forward to BR originals, duplicate originals or photocopies as signed of the following together with attachments (if any):

- (a) any offering material (howsoever called) published in connection with the offering of shares in the Company;
- (b) notices and minutes of Directors' and Members' meetings (including committee and class meetings);
- (c) written resolutions passed by the Directors or Members (including committee and class resolutions);

- (d) letters of resignation from the Directors or Officers;
- (e) share transfer forms and cancelled share certificates (where the register of Members is maintained by BR);
- (f) any notices containing required particulars of registrable persons relating to the maintenance of the Company's beneficial ownership register;
- (g) any Written Confirmation;
- (h) powers of attorney or other documents (howsoever called) conferring authority on one or more persons to act on behalf of the Company;
- (i) documentation (photocopies not originals) executed by the Company constituting a mortgage, charge or other security interest (howsoever called) over any of its property; and
- (j) financial statements prepared in relation to the Company (if any).

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

- (a) a written explanation of the nature of the Company's business and source of funds and an indication of actual and expected turnover;
- (b) evidence satisfactory to BR of (A) the identity of, and references in relation to: (i) each of the Members holding not less than a 10% interest in the Company or with principal control over the Company's assets; (ii) each of the beneficial owners, relevant legal entities and registrable persons (as defined in the Law) of the Company (iii) the Directors; and (iv) any person (or persons) on whose instructions BR may act in relation to the Company; and (B) any exemption claimed by the Company in any Written Confirmation; and
- (c) such other information and documentation as BR may from time to time reasonably require in relation to the Company, its Directors, Members, beneficial owners (or additional matters to be noted in the Company's beneficial ownership register), exemptions from the requirement under the Law to establish and maintain a beneficial ownership register or activities including in relation to the steps taken pursuant to the paragraph below.

The Company shall, for the benefit of BR and Bell Rock, take all reasonable steps to satisfy itself that all capitalisation monies and other funds passing through the Company do not represent the proceeds of, and that it does not engage in, any unlawful activity.

BR 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 of the Cayman Islands. BR will inform the Company promptly of any decision to refuse to perform an obligation under these Terms made in accordance with this provision.

Services Non-Exclusive

BR 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 BR nor Bell Rock nor any company, partnership or other person associated with BR or Bell Rock shall, in consequence of the appointment of BR pursuant to these Terms or in consequence of any transaction entered into by the Company with BR (or with Bell Rock or with any such associate), be liable to account to the Company for any profits (whether disclosed or not) accruing to BR (or to Bell Rock or to any such associate) from, or by virtue of, any such transaction.

Remuneration

Where BR incorporates the Company, BR shall be entitled to receive an incorporation fee payable promptly when invoiced in accordance with the Fee Schedule in effect as at the Commencement Date.

BR shall be entitled to receive a fee for the provision of the registered office of the Company 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. Such fee will be pro-rated (on a monthly basis) in the initial calendar year of these Terms but not thereafter save that BR shall rebate 50% of such fee to the Company in the final calendar year of these Terms if, on or before 30 June of such year, the Company ceases to exist or BR ceases to provide the registered office to the Company in accordance with these Terms.

BR shall be entitled to receive a fee for the provision of the other services set out in Schedule 1 to these Terms and other fees as set out in the Fee Schedule payable promptly when invoiced in accordance with the Fee Schedule in effect at the time of provision of such services.

BR shall be entitled to recover from the Company all expenses and disbursements (including, but not limited to, filing and registration fees paid to the Registrar, charges for messengers and couriers, faxes, word processing, printing, postage, photocopying, scanning, telephone charges, secretarial overtime (where attributable to the Company's special needs) and other similar costs and expenses), properly incurred or paid by BR on behalf of the Company or otherwise in the performance of its services under these Terms. Further details of the rates and manner in which BR charges for these costs is available on request.

The Company shall also pay BR the applicable fee as set out in the Fee Schedule and any expenses and disbursements incurred as a consequence of responding to any notices or requests for information under the Law in relation to the beneficial ownership register or responding to queries in respect to it however so arising.

If BR is requested to undertake any services not covered in these Terms it shall inform the Company that such services are not covered by these Terms and, if BR 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 Bell Rock officer(s) and/or employee(s) in carrying out such services.

All fees, expenses and disbursements payable to BR pursuant to these Terms shall be paid net of any taxes or surcharges.

BR has appointed Bell Rock as its billing and collection agent and it is agreed that fees, expenses and disbursements payable by the Company to BR shall be invoiced by, and promptly paid to, Bell Rock as agent for BR.

Any requests received by BR from the Company for legal advice or services and any legal issues arising or assistance required (in either case as determined by BR) from or in relation to documentation received at the registered office including, but not limited to, the updating of the statutory registers, shall be referred to Bell Rock and the Company agrees to settle promptly the resulting fees and disbursements of Bell Rock, which shall be charged in accordance with its fee rates and terms and conditions of business as then in effect.

Termination

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

- (a) by giving not less than three (3) months' written notice to the Company;
- (b) by giving not less than thirty (30) days' written notice to the Company if the Company shall have: (i) committed any breach of its obligations under these Terms and shall have failed to make good such breach within thirty (30) days of receipt of notice served by BR requiring it to do so; and/ or (ii) failed to perform its obligations under the Law to provide BR with either (i) the required particulars of registrable persons (each such phrase as defined in the Law) for its beneficial ownership register or any subsequent changes and shall have failed to make good such failure following receipt of a notice served by BR requiring it to do so in accordance with the Law; or (ii) a Written Confirmation, where applicable.
- (c) by giving not less than seven (7) days' written notice to the Company if the Company: (i) is in material breach of any regulatory law applicable to it or is subject to any international financial sanction or is otherwise designated as a person with whom BR is prohibited from dealing; or (ii) makes a statement to BR which is false, deceptive or misleading in respect of (A) any material particular of a registrable person entered on its beneficial ownership register (including but not limited to failing to identify a registrable person); or (B) any Written Confirmation.

The Company may terminate the appointment of BR under these Terms:

- (a) by giving not less than three (3) months' written notice to BR; or
- (b) by giving not less than thirty (30) days' written notice to BR if BR shall have committed any breach of its obligations under these Terms and shall have failed to make good such breach within thirty (30)

days of receipt of notice served by the Company requiring it to do so.

A termination of the appointment of BR under the provisions above shall be without prejudice to any pre-existing liability of the parties to these Terms. BR 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.

BR shall, on the termination of its appointment under these Terms and upon payment by or on behalf of the Company of any outstanding fees, costs and expenses due to BR or to Bell Rock, deliver or procure to be delivered to the Company, or as the Company may direct, the registers, minute book and other corporate records of the Company which are in its possession or under its control and shall cause to resign any secretary or assistant secretary provided by it to the Company.

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

Legal Action

BR shall not be required to take any legal action on behalf of the Company other than as may be expressly agreed in writing. In no circumstances shall BR 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 BR shall be entitled to rely upon instructions given by, or purporting to be given by, a Director or other Officer or authorised signatory of the Company or by any legal adviser, manager or administrator appointed by the Company.

Responsibility, Limitation of Liability, Indemnity and Release

BR shall not be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Company or any other person at any time from any cause whatsoever arising out of or in connection with these Terms or related to the performance or non-performance of the services provided under these Terms unless arising directly as a result of BR's actual fraud or wilful default or that of any of its directors, officers, employees or agents (as the case may be).

The Company shall indemnify (on a full indemnity basis) and hold harmless BR and Bell Rock, 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, against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) whatsoever which they or any of them may incur or be subject to in consequence of 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.

BR 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 BR has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt BR 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 US\$100,000.

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

Miscellaneous

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

Without prejudice to the seventh paragraph of the Remuneration provision above, BR may, at its own expense, delegate all or any of the services on its part to be performed under these Terms to another Bell Rock entity. If BR does delegate all or any of the services to another Bell Rock entity in accordance with this paragraph (a "**Delegate**"), BR shall nonetheless remain solely responsible to the Company for the provision of the services and liable to the Company for any loss caused to the Company by the Delegate but only to the extent that BR would have been liable for such loss under these Terms if such loss were caused by BR 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 Company agrees that it may not bring any claim against any Delegate in relation to the provision of services under these Terms by BR.

Notwithstanding any other provision of these Terms BR 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 Company Manager licence regulated by CIMA.

Data Protection and Records

The Company acknowledges and agrees that BR, subject always to the confidentiality obligations to the Company under the Confidentiality provision below, as part of Bell Rock, by itself or through an affiliate or agent, may generate, collect, receive, transfer, disclose, process and store materials, data, information and content relating to the Company and/or the business of the Company, or its principals, affiliates, shareholders, beneficial owners, directors, officers, employees and agents ("**Data**") whether confidential or not, either in

original format, on servers maintained by BR, or by third party service providers on BR's behalf, within or outside of the Cayman Islands and/or in any other jurisdictions whether or not Bell Rock has a presence in such jurisdictions, including jurisdictions which may not have equivalent data protection requirements to the Cayman Islands. In this regard, the Company explicitly consents to the transfer of all Data into and out of any such jurisdictions. The Company further acknowledges and agrees that Bell Rock may be obliged to retain such Data for a period of time after the termination of these Terms and may be requested, required or compelled to disclose such Data to third parties as set out in subparagraph (c) of the Confidentiality provision below.

EU General Data Protection Regulation

Where the Company is directly subject to Regulation (EU) 2016/679 of 27 April 2016 ("**GDPR**") due to Article 3(2)(a) of GDPR and BR is required to process information which: (i) constitutes "personal data" as defined in Article 4(1) of GDPR; and (ii) is disclosed to or otherwise made available to BR by or on behalf of the Company ("**Relevant Personal Data**") in providing the Services, the Company may request that BR enter into a data processing addendum with the Company in the form available at <https://www.bellrockgroup.com/privacy/> ("**DPA**") but only if and to the extent BR acts as a "processor" (as defined in Article 4(8) of GDPR) in respect of the Relevant Personal Data.

Additionally, where the Company requires BR to process Relevant Personal Data which the Company indirectly sources from an affiliate of the Company or a relevant third party domiciled in the EEA, the Company may request that BR enter into EU standard contractual clauses ("**EU SCC**") with the Company:

- (a) in the form set out in Commission Decision 2004/914/EC; and/or
- (b) in the form set out in Commission Decision 2010/87/EU; and/or
- (c) 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 Company is unable to rely on Article 45 or Article 49 of GDPR in making the Relevant Personal Data available to BR.

BR shall not unreasonably refuse the Company's request that BR enters into a DPA and/or an EU SCC.

Confidentiality

It is agreed between the Company and BR (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, information on the beneficial ownership register or in any Written Confirmation which is required by the Law 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 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;
- (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 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 BR from disclosing information within Bell Rock for legitimate business purposes; (ii) does not prohibit the Company from disclosing a copy of these Terms to its Members or prospective Members; and (iii) shall survive termination of these Terms.

Anti-bribery

BR has policies and procedures in place relating to bribery and corruption. BR will not on the Company'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 of the Cayman Islands or any other anti-bribery legislation applicable to BR.

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 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 and any correspondence or communications to be delivered or forwarded pursuant to these Terms shall be sufficiently served, delivered or forwarded if sent by email, prepaid airmail or by fax and shall be deemed to be given (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 the post ten (10) days after the dispatch thereof) and shall be sent:

- (a) in the case of BR, to its address specified against its name in the Interpretation provision above or by fax to fax number + 1 345 949 4850 (marked for the attention of the Head of Corporate Services) or by e-mail to info@bellrockgroup.com;
- (b) in the case of the Company, to such correspondence address, fax number or email address as specified by the Company to BR 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 BR 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 Company acknowledges and agrees that BR 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 BR does so, BR will post any such changes on both the Bell Rock site (www.bellrockgroup.com)

and the Bell Rock site (www.bellrockgroup.com) bearing the date on which such Terms came into effect. The current version of these Terms is also available on request. The Company's continued use of BR's services following any such change shall be deemed and constitutes the Company's acceptance of those changes and the Company acknowledges and agrees to be bound by the current version of 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 BR'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 Law Society or the President of any successor self-regulatory association for Cayman Islands attorneys (or, if such President is affiliated with Bell Rock, 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.

Entire Agreement

These Terms supersede all previous agreements between the Company and BR for the provision of registered office services and the services set out in Schedule 1 to these Terms to the Company. 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.

Complaints

At Bell Rock, our goal is to provide you with the best possible customer service. However, there may be times where you wish to complain. Any complaints submitted to us will be taken seriously and we will try to resolve it as quickly as possible.

How do I make a complaint?

If you have a complaint about our service, you can send us your complaint by: emailing us at complaints@bellrockgroup.com or sending us a letter to: Bell Rock, 10 Market St, 758 Camana Bay, Grand Cayman, KY1-9006, Cayman Islands.

For further information on making a Complaint please see our website: <https://www.bellrockgroup.com/complaints>

Regulation

Bell Rock Group Financial Services Limited is a licensed Company Manager with the Cayman Islands Monetary Authority (CIMA) - Number 633916.

CIMA

You can contact CIMA directly as follows:

The Cayman Islands Monetary Authority

SIX, Cricket Square

PO Box 10052

Grand Cayman KY1-1001

Cayman Islands

Tel: +1 (345) 949-7089

<https://www.cima.ky/about-us>

Schedule 1

Services to be provided by BR

Name

BR shall ensure that the name of the Company is at all times displayed at the registered office.

Minute Book

BR shall maintain at the registered office a minute book in electronic form containing the following documents and information in relation to the Company:

- (a) the certificate of incorporation;
- (b) the Articles;
- (c) the documents referred to in the first paragraph of the Documents and Information to be Supplied by the Company provision of these Terms as received at the registered office from time to time;
- (d) copies of annual returns filed with the Registrar;
- (e) (where relevant) the undertaking as to tax concessions issued by the Financial Secretary; and
- (f) the registers maintained pursuant to the Company Registers provision below.

Company Registers

BR shall maintain at the registered office in electronic form:

- (a) the register of mortgages and charges specifically affecting the property of the Company, containing full particulars of any mortgage or other form of security granted by the Company. As required by the Law, such register may be inspected by any Member or creditor of the Company;
- (b) the register of Directors and Officers, containing their names, addresses, date of appointment and date of resignation. Such register shall not be open to public inspection without the prior consent of the Company; and
- (c) if required under the Law, the Company's beneficial ownership register containing the particulars of registrable persons and/or additional matters required by the Law in the prescribed form. Such register shall not be open to public inspection. However, as required by the Law, information extracted from such register will be from time to time supplied to and maintained on an information technology solution operated by the competent authority under the Law and accessible without reference to, or any notice, or the knowledge of, BR or the Company, through a search platform by the Cayman Islands Minister charged with responsibility for Financial Services or a person designated by him/her to act for a specific purpose.

The Company shall maintain the register of Members elsewhere unless the Company requests, and BR agrees in writing, to maintain the register of Members. If BR does agree to maintain the register of Members, BR shall maintain the register of Members at the registered office in electronic form containing the names and addresses of each Member, the number of shares held, whether shares are fully paid, the serial number (if any) allocated to each share, the date of issue, the date of transfer and the person to whom the shares are transferred, all on the basis of information provided by the Company. Such register shall not be open to public inspection without the prior consent of the Company. BR reserves the right, in its absolute discretion, to cease to maintain the register of Members if the number of shareholders or volume of share issuances and share transfers to be recorded are such that they exceed BR's policy for maintaining such registers and necessitate the appointment of a separate registrar and transfer agent to maintain it.

BR may, if it is of the opinion that the Company has failed to perform its obligations under the Law to provide BR with the required particulars of registrable persons for its beneficial ownership register or failed to provide particulars of any subsequent changes or makes a statement to BR or the Registrar which is false, deceptive or misleading in respect of any material particular, notify the Company of such opinion in accordance with the Law. If the Company fails to provide BR with any missing particulars and/or a justification or correction in respect of any statement identified in such notice within one month of receipt of such notice, BR may terminate its appointment in accordance with the Termination provision of these Terms and/or take any such other action as may be required under the Law.

Filings and Registrations

Where requested by the Company, BR shall apply for the undertaking as to tax concessions issued by the Financial Secretary and/or any renewal of the same.

Upon receipt of the relevant documents (including any relevant resolutions), information and instructions from the Company, BR shall ensure that any formalities of filing and registration arising as a result of the following are complied with:

- (a) change in Directors or Officers;
- (b) change in the name of the Company;
- (c) amendment to the Articles;
- (d) alteration of the authorised share capital;
- (e) change of location of the registered office;
- (f) the passing of any special resolution; and
- (g) any Written Confirmation.

BR shall have no liability to the Company for any consequences of any late filings and registrations (including but not limited to in relation to any penalty fees imposed) unless information and instructions from the Company have been received by BR at least five (5) Business Days in advance of the relevant filing and registration deadline.

Unless otherwise instructed in writing by the Company, BR shall prepare, sign as authorised signatory for the Company and file with the Registrar, the annual return form required to be submitted annually to the Registrar.

If the Company's activities are regulated under additional legislation in the Cayman Islands, BR will, by agreement with the Company, assist the Company to comply with any resulting registration, filing or payment obligations.

If the Company has determined that it is a Financial Institution (as defined in the AEOI Laws), BR will, on request and for the fee set out in the Fee Schedule, assist the Company to comply with its obligations to: (i) apply for a global intermediary identification number ("GIIN") from the Internal Revenue Service of the United States; and/or (ii) notify the TIA. If BR agrees to assist the Company, the Company shall provide BR with all such information and documents as BR determines, in its sole and unfettered discretion, are necessary to effect any such application for registration and/or notification. The Company acknowledges that an attestation will be required of a nominated responsible officer/principal point of contact in such application for registration and/or notification to the effect that:

(a) the information provided is accurate, true, correct and complete; and (b) the Company will comply with its obligations under the AEOI Laws. The Company therefore agrees that the information provided for these purposes will be accurate, true, correct and complete and that it will comply with its obligations under the AEOI Laws in accordance with the attestation.

The Company acknowledges and agrees that, save as provided in these Terms, BR shall not be responsible for assisting the Company comply with any other AEOI Laws applicable to it.

Subject to the paragraph below, BR may pay on the Company's behalf fees payable from time to time: (i) to the Registrar in connection with any of the filings arising under the first paragraph of this provision and on the filing of the annual return; and/or (ii) to CIMA.

It is a precondition to BR's agreement to pay on behalf of the Company any fees payable to the Registrar and/or to CIMA that it first be put in funds sufficient to cover any such payment obligations it may discharge on the Company's behalf at least five (5) Business Days in advance of any payment deadlines. In addition to the funds having to be cleared and available to BR from the bank account notified to the Company at least five (5) Business Days in advance of the applicable payment deadline, the funds must also have been transferred with allocation details in accordance with the instructions set out in the relevant invoice clearly and unambiguously referencing them to the Company. In particular, BR must first be put in funds in accordance with this paragraph before settling on behalf of the Company the annual return fees payable to the Registrar in January of each year.

BR shall have no liability to the Company (including, but not limited to, in relation to any penalty fees imposed) for any consequences to the Company of any failure to file (or any late filing of) annual filing fees within the time frame prescribed by law to maintain the Company in good standing under the laws of the Cayman Islands or any other fees payable by the

Company to the Registrar or CIMA if BR has not first been put in funds in accordance with the paragraph immediately above.

Responsible officer and/or principal point of contact

If BR has agreed in writing to procure the services of a responsible officer and/or principal point of contact for the Company for the purposes of compliance with the AEOI Laws, such person shall act only in such agreed capacity as applicable but shall not in that capacity be obligated or required to undertake substantive activities on behalf of the Company (including, without limitation, conducting any due diligence or reporting pursuant to the AEOI Laws, or the execution of documentation for and on behalf of the Company) and will have no additional responsibilities or personal liability or other obligation whatsoever to the Company, including with respect to the Company's compliance with the AEOI Laws or any other law, rule or regulation.

Company Secretary

If BR has agreed in writing to procure another Bell Rock entity to serve as secretary or assistant secretary to the Company, such entity shall on request certify as an officer of the Company copies of corporate documents maintained on the minute book of the Company but shall not in such capacity undertake substantive activities on behalf of the Company (including, without limitation, the execution of documentation for and on behalf of the Company).

Forwarding of Communications

BR shall use all reasonable endeavours to forward to the Company all correspondence and other communications addressed to the Company and received by BR on its behalf. BR is not obliged to open or to review such correspondence or communications and will forward them to the Company by such means as BR considers appropriate absent specific written instructions from the Company and agreement as to fees in relation to the forwarding method. BR shall not be liable to the Company for the late receipt by the Company or non-delivery of any such correspondence and other communications which BR receives on behalf of the Company from third parties absent the actual fraud or wilful default of BR.

Seal

If the Company so requires, BR shall maintain the common seal of the Company (if any) at the registered office.