

INTERNATIONAL CORPORATION SERVICES LTD.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND APPLICATION

These terms and conditions apply to all business undertaken by International Corporation Services Ltd. (“**ICSL**”). By using our services you agree and consent to giving the undertakings contained herein on your behalf and on behalf of each of the Entities you represent. In these terms and conditions unless there is something in the subject or context inconsistent with that construction:

“**Authorised Person**” means the Client and any person from whom ICSL is authorised or instructed to accept directions, recommendations or advice whether that authorisation is general or limited and in the case of an Entity the Directors or any officer or authorised signatory of the Entity or by any legal adviser, manager or administrator appointed by the Entity;

“**Claims**” means actions, judgments, suits, proceedings, claims, costs, demands of any kind or nature whatsoever;

“**Client**” means the person on whose instructions ICSL acts and, unless ICSL is instructed to the contrary, includes the beneficial owner of the Holdings;

“**Entity**” means a company incorporated or a limited partnership established in the Cayman Islands or a foreign company registered to do business in the Cayman Islands in accordance with the Companies Law;

“**Holdings**” means the registered shares or interests in an Entity held by ICSL on behalf of the beneficial owner;

“**Losses**” means all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, claims, costs, demands, expenses or disbursements of any kind or nature whatsoever;

“**Specific Instructions**” means instructions given by, or purported to be given by, and Authorised Person in the English language given by word of mouth, letter, cable, telephone, telefax, telex, facsimile or electronic transmission to ICSL, in relation to the services to be performed pursuant to this Agreement;

words of one gender include any other gender; singular words include the plural and vice versa;

a commitment by more than one person is both joint and several;

clause headings are included for convenience only and have no legal effect;

references to statutes are to statutes of the Cayman Islands and include any statutory modifications and re-enactments of them for the time being in force; and

references to ICSL include the officers, shareholders and employees, past, present and future of ICSL to the intent, *inter alia*, that all the protections, exculpations and indemnities of ICSL will inure to the benefit of those officers, shareholders and employees and will be held by ICSL as trustee for itself and those officers, shareholders and employees.

2. CORPORATE MANAGEMENT

(1) **Registered Office:**

(a) Where ICSL provides the registered office of or office for service of an Entity, ICSL will:

(i) maintain the corporate or partnership records required by the Laws of the Cayman Islands (“**Laws**”) on behalf of the Entity, to the extent that the Client provides all necessary documents and information for that purpose; and

(ii) arrange for payment of all fees due in accordance with the Laws if ICSL is in funds to do so.

(b) In the case of a foreign company registered to do business in the Cayman Islands, ICSL will undertake to provide the agent for service of process required by the Companies Law (Revised).

(c) If any notice or other process is served on the Entity at ICSL’s offices, ICSL will notify the Client or the beneficial owner of the Holdings, if different, by mail or by any other agreed method as ICSL deems appropriate; but ICSL accepts no liability for any delay or for the non-receipt by the Client or for acting or failing to act on its own initiative to protect the Entity.

(2) **Shareholders:** Where ICSL provides nominee entities in whose names any Holdings are held:

(a) ICSL is not obliged to accept any Holdings which are not fully paid or credited as fully paid and will not accept any Holdings in respect of which liability is unlimited and, if ICSL agrees to do so, the beneficial owner and the Client will be jointly and severally liable on a full indemnity basis to ICSL for any liability on those Holdings.

(b) Except where otherwise expressly provided, ICSL will, as regards the exercise of holders’ rights and the application of any dividends received, act on instructions duly received from the persons and in the manner authorised by these terms and conditions.

(c) ICSL may from time to time in the performance of its services hereunder cause any Holdings to be transferred by the holder for the time being to ICSL or any other nominee or officer of ICSL.

(d) ICSL is authorised without the need for Specific Instructions to cause annual or extraordinary general meetings of the Entity to be held if so required by the Companies Law, the Entity’s Articles of Association or such other shareholders or other agreements which bind the Entity.

(e) If the beneficial owner of any Holding dies or becomes bankrupt or of unsound mind or, being a body corporate, convenes a meeting of its creditors, enters into winding up or any analogous process, then ICSL may but is not

obliged to require proof to its satisfaction that any person claiming authority by or through the beneficial owner has such authority; and pending proof, ICSL may in its complete discretion and without liability for the consequences, act or decline to act on the directions of that claimant or on its own initiative.

- (f) No transfer, pledge or other encumbrance of the beneficial ownership of any Holding or any interest in it will be effective except with written notice signed by the beneficial owner received by ICSL with such proof as ICSL may require. In no circumstances will ICSL incur any liability to any person for acting, or failing to act, in reliance on any alleged transfer, pledge or other encumbrance or otherwise perform any duty or obligation herein which in their judgement is improper or unauthorised.
 - (g) Subject to clause 3(1)(f)(v), if more than one person is the beneficial owner of any Holding, ICSL may regard each of them as having full authority on behalf of all of them for all purposes including the giving of Specific Instructions and receipts.
- (3) **Directors and Officers:** Where ICSL agrees to provide any director or officer of a company:
- (a) ICSL may without specific instructions cause that director or officer to be replaced or any additional director or officer to be appointed;
 - (b) that director or officer may decline to act except on the recommendation or advice given as Specific Instructions; and any such instruction, recommendation or advice given as Specific Instructions to ICSL may, unless the contrary is expressed, be taken as a recommendation or advice to the directors and officers for this purpose; and
 - (c) ICSL and any director or officer it provides reserve the right to act at all times in the Entity's best interests and not necessarily as instructed by the Client.
- (4) **Other Corporate Services:** ICSL may also contract or enter into any financial, banking or any other transaction with or on behalf of the Client or Entity or with any Shareholder or company or body whose securities are held by or for the account of the Entity or any other Client or beneficial owner, apply for licences or other authorisations on behalf of the Client or Entity or with any Shareholder or company or body whose securities are held by or for the account of the Entity or any other Client or beneficial owner and otherwise may act in any other capacity for any other company, corporation partnership or body.

3. GENERAL TERMS OF BUSINESS

(1) **Instructions, Recommendations and Advice**

- (a) ICSL may accept Specific Instructions and the Client will have the burden of proving that no such Specific Instructions, recommendations or advice were given.
- (b) ICSL will have no liability for acting in reliance on any Specific Instructions.
- (c) ICSL accepts no responsibility for determining whether any instructions, recommendations or advice purportedly given by an Authorised Person were genuine and were, in fact, given by an Authorised Person.
- (d) Where Specific Instructions, notices or other documents are given or sent by way of facsimile or other electronic transmission, the fact that a transmission report produced by the originator of the transmission discloses that the transmission was sent will not be sufficient proof of receipt by ICSL.
- (e) Until ICSL has received written notification of revocation from the Client, ICSL need not recognise any other notification that the authority of any Authorised Person has been revoked.
- (f) ICSL or any director or officer that ICSL provides may, but need not, act whether or not on the instructions, recommendations or advice of any Authorised Person if, in ICSL's opinion:
 - (i) the act would be illegal, in breach of or contrary to or which constitutes an offence against any applicable law or which would or might result in any liability on the part of ICSL or any shareholder, director, officer or employee of ICSL under the Laws or the laws of any other jurisdiction;
 - (ii) the act would be contrary to the best interests of ICSL itself, or any shareholder, director, officer or employee of ICSL, or any other Client of ICSL; or
 - (iii) the act would be *ultra vires* the Entity; or
 - (iv) the act would or might require the expenditure of money in excess of that in ICSL's hands available for the purpose; or
 - (v) the relevant instructions, recommendations or advice are incomplete or uncertain or ICSL has grounds for questioning the genuineness or validity of them or has received conflicting instructions.
- (g) In any case where ICSL is required to act on the instructions of an Authorised Person but those instructions are not forthcoming in timely fashion, ICSL may in its complete discretion, but need not, act on its own initiative without liability for any resulting Losses.
- (h) In no event will the Client, Entity or any Authorised Person have, nor must he, she or it hold himself out as having, any authority on behalf of:-
 - (i) ICSL; or
 - (ii) any Entity (except to the extent, if any, that the Client or Authorised Person is a director or officer of the Entity and properly derives his authority from that office) for any purpose whatever.

(2) **Warranties**

The Client warrants on its own behalf and for each of its Entities (where applicable) and on a continuing basis that:

- (a) it is duly established its country of incorporation, and all necessary approvals, permits, authorisations and licences from the authorities required by it under the laws and regulations of its country of incorporation to enter into and perform this Agreement have been obtained and all actions have been taken by it to comply with all legal and other requirements necessary to ensure that by entering into this Agreement and performing its obligations hereunder, it would not infringe any laws or regulations applicable to it or the terms of any such approval, permit, authorisation or licence;
- (b) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents), in order to enable it lawfully to enter into, exercise its rights, and perform and comply with its obligations under this Agreement, and ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
- (c) it has the necessary power and authority to enter into this Agreement, and to exercise its rights, and observe and perform its obligations hereunder, and the execution of this Agreement by it has been duly authorised so that upon execution, this Agreement will constitute valid and binding obligations of it in accordance with its terms;
- (d) its entry into, exercise of its rights, and/or performance of or compliance with its obligations under this Agreement do not, and will not, contravene or constitute a default under its constitutional documents or under any other agreement, contract, licence, instrument or other form of commitment binding upon it; and
- (e) that it has provided (and shall continue to provide) ICSL with all information necessary to enable ICSL to perform its services and duties hereunder.

(3) Indemnity

- (a) The Client shall indemnify ICSL and each shareholder, director, officer or employee of ICSL on a full indemnity basis and hold them harmless and keep them indemnified and held harmless from all Claims which may be taken or made against or sustained by ICSL or any shareholder, director, officer or employee of ICSL (each an “**Indemnified Party**”) or which may be incurred or become payable by any Indemnified Party in respect of or arising out of ICSL or any shareholder, director, officer or employee of ICSL holding any office, directorship or Holdings or other interest in the Entity in the course of performing its obligations or duties hereunder. The Client will not, or cause the Entity or any other person over whom he or it is able to exercise sufficient control (whether by reason of his or its legal or beneficial interest) to, sue or otherwise bring a claim or proceedings against ICSL or any shareholder, director, officer or employee of ICSL, but if it or that controlled person does sue or otherwise bring a claim or proceedings against such person and is not restrained from doing so, the Client must indemnify ICSL and each Indemnified Party mentioned in such suit, claim or proceedings in such an amount equal to such sum which is claimed against ICSL or any Indemnified Party, pending determination against such person or which ICSL or any Indemnified Party is ordered to pay in relation to the Client.
- (b) The Client will indemnify (on a full indemnity basis) and hold harmless each ICSL Party, from and against any and all Losses (other than Losses directly resulting from the actual fraud or wilful default on the part of an Indemnified Party) which may be imposed on, incurred by or asserted against ICSL and each Indemnified Party in performing its obligations or duties hereunder (including in the event ICSL acts as proxy for any Shareholder at a general meeting).
- (c) The Client further agrees to indemnify each Indemnified Party from and against any and all Losses of any and every kind which may at any time hereafter be incurred by any Indemnified Party in consequence of accepting and acting upon Specific Instructions, notices or other documentation given or sent as aforesaid, whether or not such instructions were given or sent or purported to have been given or sent by any person duly authorised to give such Specific Instructions.
- (d) Notwithstanding any other provision in this Agreement, in no event shall the liability of any Indemnified Party, whether based on a claim in contract, tort, breach of statutory duty or otherwise arising out of, or in relation to, providing the services set out in this Agreement exceed an amount equal to two times the prior 12-month annualized fee amount actually received by ICSL in respect of the fees payable to it under this Agreement.
- (e) No person shall be found to have committed actual fraud or wilful default under this Agreement unless or until a court of competent jurisdiction has reached a final non-appealable determination to the effect.

(4) Undertaking

The Client will ensure that none of he/she nor any Entity will not be involved in any money laundering or counter-terrorist financing or any other activities which are either prohibited or adjudged to be criminal in the Cayman Islands or elsewhere.

(5) Agents and Advisers

- (a) ICSL may retain on its own behalf or on behalf of an Entity the services of attorneys, accountants and other advisers and will be entitled to reimbursement of all fees and disbursements thus incurred. ICSL may rely on any advice so obtained if from a professional person or a person reasonably believed to be competent to give advice; and ICSL will in no event have any liability for anything done or omitted to be done in reliance on that advice. If ICSL decides to obtain that advice, it will not be liable for declining to act pending receipt of that advice.
- (b) ICSL shall not be required to take any legal action on behalf of the Client unless expressly agreed in writing. In no circumstances will ICSL take any such action unless it and all its affiliated entities are fully indemnified to ICSL’s complete satisfaction for all costs and liabilities which may be incurred in connection with such action.

(6) **Forgeries**

Under no circumstances will ICSL or any officer or agent of ICSL be obliged to determine the authenticity or validity of any instrument, document or communication, whether purporting to be signed by an Authorised Person or a third party, nor will any of them incur any liability for relying in good faith in any manner on any such instrument, document or communication which may prove to have been forged or otherwise invalid.

(7) **Conflicting Interests**

- (a) Where the Client is acting as a trustee or in any other fiduciary capacity or where the Client's rights or interests are subject to any encumbrance, equity or third party interest, then, despite any actual notice of it to ICSL, ICSL may disregard it and treat the Client as the absolute and unencumbered owner of the Entity concerned subject always to any other agreement between ICSL and the Client.
- (b) If ICSL considers that it is or may be or become subject to conflicting claims in respect of any Entity or any of its property or assets, ICSL may at its entire discretion take any steps it deems necessary (including an application to the Court in any jurisdiction by way of interpleader or analogous process) to safeguard its interests and will not in any event be liable for complying with any order of any Court in the Cayman Islands or elsewhere. ICSL may without liability to the Client, pending determination of any such conflicting claim, refuse to pay or deliver to the Client all or any part of the account, property or assets which are the subject of conflicting claims or to act in any other manner that might prove to be improper on the final determination of the conflicting claims.
- (c) If ICSL deems it necessary or desirable in its own interests to have any question or matter determined by a Court of competent jurisdiction in any part of the world, it may apply for to that Court and, pending the determination, decline to act on any matters concerned with the application.
- (d) Without prejudice to any other terms and conditions, ICSL may charge the Client with the amount of any legal or other costs incurred by ICSL in safeguarding its interests under this clause.

(8) **Fees**

- (a) Unless ICSL expressly agrees to the contrary, its appropriate scale of fees from time to time in force will be payable for services rendered.
- (b) In addition, ICSL must be reimbursed for all costs, expenses and disbursements plus a reasonable addition for overheads and administration costs incurred in or about the provision of its services or the exercise of its powers, rights and remedies.
- (c) The Client is liable for ICSL's fees and disbursements. ICSL may also recover them from any Entity owned by the Client.
- (d) ICSL is authorised to pay Travers Thorp Alberga's legal fees and disbursements in relation to the Entity.

(9) **Records**

ICSL is authorised to maintain all corporate books and records or other documents relating to the Client and any Entity or either of their affairs on computer records, and to produce at any time during the course of legal proceedings, copies or reproductions of these documents made by photographic, photostatic or data processing procedures as juridical proof thereof.

(10) **Data Protection**

- (a) The Client for itself and on behalf of each Entity acknowledges and agrees that ICSL, subject always to its confidentiality obligations, by itself or through an agent or delegate, may generate, collect, receive, transfer, disclose, process and store materials, data, information and content relating to a Client or an Entity and/or the business of the Client or Entity, or its principals, affiliates, shareholders, beneficial owners, directors, officers, employees and agents ("**Personal Data**") whether confidential or not, either in original format, on servers maintained by ICSL or its agent or delegate, or by third party service providers on ICSL's behalf, within or outside of the Cayman Islands and/or in any other jurisdictions which may not have equivalent data protection requirements to the Cayman Islands. In this regard, the Client and each Entity explicitly consents to the transfer of all Personal Data into and out of any such jurisdictions and that ICSL may be obliged to retain such Personal Data for a period of time after the termination of this Agreement and may be requested, required or compelled to disclose such Personal Data to third parties as set out in its Data Privacy Statement which has been adopted by ICSL is deemed to be issued by and is applicable to ICSL and can be found on the website of its affiliate Travers Thorp Alberga or by clicking this hyper-link <https://www.traversthorpalberga.com/privacypolicy/> for the purposes of the Data Protection Law of the Cayman Islands (the "**DPL**"). The Client and each Entity represents and warrants that it has obtained the appropriate consent of each individual whose Personal Data it discloses to ICSL and its affiliates for the purposes set out therein.
- (b) Certain personal data received by ICSL in the course of performing services hereunder may be Personal Data in scope of the DPL, this clause 10 sets out ICSL's particular obligations in relation to such Personal Data only. The Client undertakes for itself and on behalf of its Entities to ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data to ICSL and/or lawful collection of the Personal Data on behalf of the Client or Entity, for the duration and purposes set out in this agreement, which for the purposes of the DPL shall constitute the data processing agreement as between the parties.
- (c) The parties agree and acknowledge that for the purpose of the DPL the Client is a Data Controller and agrees to comply with its obligations as such under the DPL as they relate to this Agreement. ICSL confirms to the Client that in its capacity as a "**Data Processor**" under the DPL, it has the necessary expert knowledge, reliability and resources to implement

appropriate technical and organisational measures in such a manner that the processing of Personal Data it undertakes will meet the requirements of the DPL and ensure the protection of the rights of the data subjects.

- (d) ICSL and its affiliates undertake to comply with all its obligations as a Data Processor under the DPL, including the following measures:
- (i) ICSL shall maintain records of its processing activities under this Agreement and shall cooperate with the relevant data protection authorities and make those records available to such authorities on request;
 - (ii) ICSL shall take all measures required regarding the security of processing of Personal Data and shall ensure that (i) any of its employees and independent contractors; and (ii) any of its Permitted Processors (defined in paragraph (e) below, authorised to process the Personal Data have contractually committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (iii) ICSL shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;
 - (iv) where the processing involves the transmission of Personal Data over a network, ICSL shall take all appropriate security, technical security and organisational measures against the accidental loss or destruction of Personal Data and against all other unlawful forms of processing Personal Data; and
 - (v) ICSL agrees to maintain appropriate data security procedures reasonably designed to protect the Counterparty's and data subjects' data that is in ICSL's possession.
- (e) It may be necessary for ICSL to transfer Personal Data for processing to an agent, delegate, or other representative of ICSL (which may or may not be an affiliate) appointed by ICSL (pursuant to its authority granted hereby) to carry out sub-processing activities on behalf of ICSL (each a "**Permitted Processor**") under an appropriate written agreement between the Permitted Processor and ICSL. ICSL may only transmit Personal Data: (a) to Permitted Processors with the prior written consent of the Counterparty; or (b) where required to do so under applicable law. The Client shall continue to be a Data Controller even though ICSL engages other third parties to perform certain activities on its behalf.
- (f) In addition, it may be necessary for ICSL to transfer Personal Data to certain third parties, upon the instruction of the Client, whose involvement is necessary to carry out all or part of ICSL's duties and obligations contemplated under the Agreement and in accordance with ICSL's internal written procedures (e.g. in order to apply for licences on behalf of the Client). In such instances it is acknowledged and agreed that any such third party will not be a Permitted Processor of ICSL and will instead be engaged directly by the Client as a processor. It is also acknowledged and agreed that where ICSL is required to transfer Personal Data to a legal, regulatory or taxation authority under applicable law any such transfer shall not constitute the engagement of a Permitted Processor by ICSL.
- (g) ICSL shall ensure that the data protection obligations applicable to it as contained in this clause 10 are contractually imposed on each Permitted Processor in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the DPLs, and any such transmission of Personal Data by ICSL to a Permitted Processor shall be in accordance with the model clauses as stipulated pursuant to the DPL.
- (h) Where ICSL engages its affiliated law firm Travers Thorp Alberga ("**TTA**") on behalf of a Client or an Entity pursuant to clause 5(a) hereto, the Client and such Entity in using the services of ICSL and its affiliates hereby consent to such affiliated entities obtaining and using Personal Data for the following purposes:
- (i) the provision of legal and other services TTA is engaged or instructed to perform, including the management and administration of its business (e.g. the collection of fees);
 - (ii) the maintenance and promotion of TTA and its client relationships, including providing legal and regulatory updates to Clients and contacts of ICSL;
 - (iii) where ICSL needs to comply with a legal obligation (e.g. to comply with requests for information issued by governmental or other regulatory authorities or to satisfy its AML/CFT obligations); and
 - (iv) where it is necessary for ICSL's legitimate interests (or those of a third party).
- A Client which does not wish to be contacted by ICSL with legal and regulatory updates or for other similar marketing purposes he/she/it should let ICSL know.

(11) Miscellaneous

- (a) ICSL and the Client must comply with the Laws; the Client is responsible for drawing ICSL's attention to any relevant requirements of the Laws of other jurisdictions and the Client must comply with all those laws. The Client must ensure that no instructions, recommendations or advice to ICSL would involve a breach of the laws of any relevant jurisdiction.
- (b) The Client must provide to ICSL such documentation and information as ICSL may, at its sole discretion, require to enable ICSL to comply with all applicable Laws and regulations in force in the Cayman Islands. The obligation on the Client in this regard is a continuing obligation and will continue until termination of this Agreement.
- (c) The Client is solely responsible for obtaining such advice as to taxation or any other matter of law within or without the Cayman Islands as may be appropriate or desirable, and under no circumstances will ICSL have any responsibility for the efficacy for any purpose of any agreement established by or on the instructions of an Authorised Person. ICSL in its sole discretion may require evidence, where it deems this necessary that the Client has engaged legal representation in connection with his projected business with ICSL. Furthermore, the Client is solely responsible to assure himself that that legal representation is adequate for his needs, and ICSL accepts no liability or responsibility for the adequacy of that legal representation.

- (d) Where ICSL does not provide directors, it will be the sole responsibility of the directors to keep proper accounts of an Entity and to provide them to ICSL promptly on request.
- (e) The Client must not, and if he is not the beneficial owner of the Holdings he must ensure that the beneficial owner does not, transfer the beneficial interest in any of the Holdings except on condition that any transferee first agrees to be bound by these terms and conditions in their then current form.
- (f) ICSL may unilaterally amend or add to these terms and conditions. The Client will be given notice of an amendment within thirty days of its taking effect. The terms and conditions for the time being in force will be available for inspection by the Client during ICSL's normal business hours.
- (g) ICSL may terminate this Agreement and may decline to provide further services to the Entity on giving not less than 30 days' notice of termination to the Client. Further, if ICSL considers that any Authorised Person has failed to observe and/or comply with these terms and conditions or any other understandings reached with ICSL, ICSL may at its option immediately and without notice terminate this Agreement and, where applicable, file the same with the Registrar which may result in the striking off of the Entity and its dissolution by operation of Law. The Client may terminate this Agreement by giving not less than 30 days' written notice to ICSL including instructions as to the transfer of the entity to another address and on paying ICSL's fees for carrying out the necessary procedures to affect the transfer and any other fees owing to ICSL or TTA. Termination under this paragraph or otherwise will not prejudice any accrued rights or liabilities nor affect the various provisions of these terms and conditions for the protection, indemnity and security of ICSL.
- (h) Nothing in this Agreement will be:-
 - (i) deemed to inhibit the unfettered discretion of the Directors to direct and manage independently a company's affairs and business in accordance with their best judgment; or
 - (ii) construed as conferring on the Client or any shareholder of a company, any right to interfere in the company's management and direction or otherwise to act in constraint of its directors except as provided in the company's Memorandum and Articles of Association.
- (i) These terms and conditions (subject to any amendments or additions to them) will bind and inure to the benefit of the respective heirs, estate, assigns and successors of the Client and ICSL.
- (j) These terms and conditions and the relationship between ICSL, the Client and any Entity are governed by and must be construed in accordance with the laws of the Cayman Islands. Any dispute, claims or differences arising out of this agreement will be adjudicated in the Cayman Islands and the parties submit to the exclusive jurisdiction of the Courts of the Cayman Islands.
- (k) A person who is not a party to this Agreement may not, in its own right otherwise enforce any term of this Agreement except that each Indemnified Party may, in its own right, enforce any relevant provision of this Agreement, subject to an accordance with the Contracts (Rights of Third Parties) Law. Notwithstanding any other term of this Agreement, the consent of any person who is not a party hereto is not required for any amendment to, variation or release, recession or termination of this Agreement.

4. EFFECTIVE DATE

These Terms and Conditions are applicable on and from the date of receipt of instructions by ICSL to incorporate and/or to provide services hereunder and are deemed to continue in force, as may be amended from time to time, until such services are terminated either by the Client or by ICSL in accordance with the terms of this Agreement..

TTA are retained as attorneys at law for ICSL and its affiliates and does not provide any services to persons or entities who or which are not clients of TTA.

All shareholders, directors and officers of Cayman Entities, who are not Caymanians, should obtain competent professional advice from their country of birth, domicile or residence or from where they are conducting business or are otherwise located.

Terms issued and effective from 30 September, 2019.