



Terms & Conditions for Provision of Services

Harbour International Trust Company Limited and Harbour Fiduciary Services Limited, (together "HARBOUR") of Thistle House, 4 Burnaby Street, Hamilton HM 11, Bermuda agrees to provide the Services to the Instructing Party subject to the terms and conditions set out below:

Definitions

"Instructing Party" means the party engaging the services of HARBOUR.

"Services" means the provision of Trustee, Trust Administration, and Corporate Services.

1. Authority

1.1 HARBOUR and any individual representing HARBOUR in the provision of the Services are expressly authorised to act and rely on instructions or advice (whether communicated orally or in writing and whether authenticated or not) received from the Instructing Party or any person bona fide believed to be authorised to act on behalf of the Instructing Party in matters concerning the Instructing Party.

1.2 HARBOUR shall be entitled to request such professional advice or services of other members of the HARBOUR GROUP on the Instructing Party's behalf and at the Instructing Party's expense as considered reasonably necessary by HARBOUR in connection with the provision of the Services. The Instructing Party may make requests regarding the provision of the Services to any individual representing Harbour ("Officer") or any Director of Harbour.

2. Fees

2.1 HARBOUR and the Instructing Party have already separately agreed on the fees payable for the Services. Failing such agreement, HARBOUR's fees shall be as set out in its standard schedule of fees, as may be amended from time to time.

2.2 The Instructing Party agrees to pay to HARBOUR, on invoice receipt, such fees and disbursements as are incurred in connection with the provision of the Services.

2.3 HARBOUR shall have no obligation to supply any of the Services if the Instructing Party is in default concerning the payment of any fees or disbursements to HARBOUR.

3. Covenants by the Instructing Party

3.1 The Instructing Party shall in a timely manner furnish HARBOUR with such information, records and financial statements as are necessary to permit HARBOUR to provide the Services and to ensure that the Instructing Party is in compliance with applicable Bermuda law.

3.2 The Instructing Party acknowledges that HARBOUR shall not be required to incur expenses in the provision of the Services or make payments on the Instructing Party's behalf, save in circumstances where it has received sufficient funds from the Instructing Party in advance to meet such expense.

3.3 The Instructing Party agrees that it shall at all times and in a timely manner obtain such professional advice as is necessary to ensure that its activities and affairs are carried out so as to comply with applicable law.

4. Permitted Disclosures

The Instructing Party acknowledges that we are required to make filings with and disclose information to the relevant authorities to the extent required by Applicable Law, including filings required under applicable tax information reporting regimes such as FATCA and the Common Reporting Standard and applicable beneficial ownership registration regimes, court orders or lawful regulator requests. The Instructing Party also acknowledges that in the course of providing the Services HARBOUR needs to communicate confidential information to those of your directors (or persons performing a similar role by whatever title), officers, members, controllers, legal advisors, accountants, bankers and insurers who are entitled to that information under Applicable Law or who have a legitimate need to know that information. The Instructing Party agrees that in any given circumstance, HARBOUR may make such disclosure as HARBOUR reasonably considers appropriate having regard to standard industry practice. Further, the Instructing Party agrees that HARBOUR may share their information and documents internally with personnel within the HARBOUR Group, including compliance staff who are authorised in accordance with our compliance policy and applicable law to review all information and documentation pertaining to our engagement, including that relating to directors (or persons performing a similar role by whatever title), officers, members, shareholders, controllers, and partners. In the event that we act by an agent or delegate or outsource any relevant functions to another service provider, HARBOUR may at our discretion disclose to such person confidential information as we consider necessary or desirable on terms relating to privacy and confidentiality as are equivalent to those set out in these Terms.

5. Other Clients

The Instructing Party acknowledges and accepts that HARBOUR may provide Services to other clients some of which may be in competition with the Instructing Party.

6. Indemnity

6.1 HARBOUR shall not be liable for any act or omission in connection with the provision of the Services save for fraud or dishonesty. Any liability of HARBOUR under the preceding sentence shall be limited to the total fees paid by the Instructing Party to HARBOUR.

The Instructing Party hereby agrees to indemnify and keep indemnified HARBOUR and all members, employees, Officers or Directors of Harbour (together the "Indemnified Party") to the maximum extent permitted by Bermuda law, against all liabilities, costs, claims, demands, proceedings, charges, actions, suits or expenses incurred or suffered by any and all members of the Indemnified Party and howsoever arising in connection with this Agreement or the provision of the Services hereunder, save for fraud, dishonesty or negligence of the Indemnified Party.

6.2 Subject always to the express provisions of this Agreement the indemnification provided by this Agreement shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, the bye-laws of the Instructing Party or otherwise and shall continue after the termination of this Agreement.

6.3 HARBOUR shall not be required to take any legal action unless fully indemnified to its or their reasonable satisfaction by the Instructing Party for all costs and liabilities likely to be incurred or suffered by all or any of them and if the Instructing Party requires HARBOUR in any capacity to take any action which in their opinion might make any member of HARBOUR liable for the payment of money or liable in any other way, they shall be and be kept indemnified by the Instructing Party in any reasonable amount and form satisfactory to HARBOUR as a prerequisite to taking such action.

7. Resignation, Retirement and Termination

7.1 This Agreement may be terminated by either party on not less than 3 months' prior written notice to the other party provided that this Agreement may be terminated immediately by written notice given by:

7.1.1 the non-breaching party in the event of a failure by the breaching party to rectify a breach within thirty days of receipt of written notice of such breach, or

7.1.2 either party in the event that a winding-up (or the equivalent in another jurisdiction) of either party has commenced or if either party has discontinued under applicable laws or where a receiver is appointed over any of the assets of either party or either party has sought bankruptcy protection.

7.2 HARBOUR shall, upon payment of any monies due under the terms of this Agreement, deliver to the Instructing Party or as it may direct all documentation in its possession relating to the affairs of the Instructing Party and which are the property of the Instructing Party provided that HARBOUR shall be entitled but not obliged to make and retain copies thereof in its closed files archives.

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

8. Data Protection

HARBOUR is committed to being a responsible custodian of the information you provide to HARBOUR and the information HARBOUR collects in the course of operating our business. Please refer to our [Privacy Notice](#) and [Individual Data Rights Policy](#) that can be found on our website at <https://www.harbourfiduciary.com/> for further information.

9. Miscellaneous

9.1 These terms and conditions represent the entire understanding between the parties concerning the subject matter of this Agreement and supersedes all prior agreements, representations and undertakings concerning the subject matter hereof.

9.2 This Agreement may only be amended by agreement in writing signed by both parties.

9.3 This Agreement shall be governed by and construed in accordance with Bermuda law excluding any conflict of law rules.

9.4 Any dispute arising out of or in connection with this Agreement (save the recovery by HARBOUR of monies due to it in respect of which HARBOUR may take proceedings in any jurisdiction against the Instructing Party and any guarantor for the recovery of monies due to it) shall be referred to and finally resolved by arbitration by one arbitrator in accordance with either the Arbitration Act 1986 or the Bermuda International Conciliation and Arbitration Act 1993, as appropriate.

9.5 This Agreement shall be binding upon and enure for the benefit of the successors of the parties but shall not be assignable. This Agreement shall also enure for the benefit of each member of HARBOUR and each Officer as if they were all parties to this Agreement and the rights and benefits under it are held by HARBOUR in trust for each member of HARBOUR and each Officer.

9.6 The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of the valid and enforceable provisions thereof.

9.7 This Agreement may be executed in counterparts.

9.8 The failure of either party to object to or take affirmative action with respect to any breach of the terms of this Agreement by the other party shall not be construed as a waiver of such breach or of any future violation, breach, or wrongful conduct.

10. Beneficial Ownership Information

The Instructing Party is responsible for compliance with the Beneficial Ownership Act 2025 (the "Act"), including the section 8 notice obligations to Beneficial Owners, Relevant Legal Entities and Registrable Persons. The Instructing Party shall provide to Harbour complete, accurate and current Beneficial Ownership information and written notice of any relevant change immediately upon becoming aware of it and shall be deemed to have knowledge of any such change. Harbour shall be entitled to rely entirely on information provided by the Instructing Party and shall have no duty to monitor, investigate or determine Beneficial Ownership Information. Harbour shall have no liability for any inaccuracy, delay or non-compliance arising from such information provided by or on behalf of the Instructing Party. The Instructing Party authorises Harbour, as part of the Services, to make such filings and disclosures to the Registrar of Companies and any competent authority as required by the Act and any applicable law, regulations or guidance and to undertake any related remediation work. The Instructing Party shall indemnify Harbour and each Indemnified Party against all liabilities, penalties, costs and expenses arising from any failure by the Instructing Party to comply with this clause or the Act. Any failure by the Instructing Party to provide required Beneficial Ownership information shall constitute a material breach entitling Harbour, without liability, to suspend the Services or terminate this Agreement with immediate effect. In this clause, "Beneficial Owner", "Relevant Legal Entity" and "Registrable Person" have the meanings given in the Act.