

STONEHAGE FLEMING ADVISORY (MONACO) S.A.R.L.

TERMS OF BUSINESS



STONEHAGE
FLEMING

NOW AND FOR FUTURE GENERATIONS

1. APPLICATION OF TERMS OF BUSINESS

- 1.1 Stonehage Fleming Advisory (Monaco) S.A.R.L. (“**SFAM**”) is a part of the Stonehage Fleming Group which is a global advisory and administration business providing seamless multi-jurisdictional legal, tax, fiduciary, investment and fund administration services to private, corporate and institutional clients. Stonehage Fleming operates as one firm but is established as separate and distinct legal entities.
- 1.2 The Stonehage Fleming Advisory function, which provides legal services, comprises several entities and partnerships situated, and regulated as lawyers, in several different countries. The services we provide to you may be provided by persons within more than one of those entities or partnerships. Only our London office, is a firm regulated by the Solicitors Regulation Authority. These Terms of Business will govern your relationship with each of those entities or partnerships unless agreed otherwise in writing by a director of the Stonehage Fleming Group.
- 1.3 Stonehage Fleming may provide services other than legal services by persons who are not qualified lawyers and who are employed by other members of the Stonehage Fleming Group. In such circumstances you may be required to enter into separate engagement letter(s) with other member(s) of the Stonehage Fleming Group. In the event that you do not enter into separate engagement(s) with other member(s) of the Stonehage Fleming Group, SFAM enters into this engagement on its own behalf and as agent for such other member(s) of the Stonehage Fleming Group.
- 1.4 The Monaco legal practice currently consists of lawyers admitted to practice in England & Wales.
- 1.5 These terms will apply whenever you engage us to act for you, subject to any different or additional terms agreed in writing. Please sign and return a copy of our engagement letter which incorporates these terms and which is the basis on which you engage us.

2. SCOPE OF OUR INSTRUCTIONS

- 2.1 The nature, extent and content of our services will be determined by the specific nature, scope and limitations of our engagement with you and your instructions from time to time, as well as the amount and accuracy of information provided to us and the timescale within which you require our services to be provided. If at your request we provide our advice or other services in an abbreviated format or timescale, you acknowledge that you will not receive all the information and advice you would have done had we provided a full written report or had more time in which to carry out the work.
- 2.2 By instructing us, you authorise us to take the steps we consider appropriate to represent you, including incurring reasonable expenses on your behalf.
- 2.3 It is your responsibility to provide us promptly with all information and documents necessary for us to advise you in relation to our engagement and to ensure that such information and documents are true, accurate and complete in all material respects and are not misleading. We rely on the accuracy of information provided to us by you or by others on your behalf. We will not normally seek to verify or check any information provided to us by you or others on your behalf and you acknowledge that we shall be entitled to rely on such information when carrying out your instructions.
- 2.4 We shall not in any event be required or obliged to take any action which we consider to be unlawful or improper, or which may cause us to incur any personal liability. You agree that we shall not be liable for any consequences arising from a refusal to take such action.



3. FEES

- 3.1 Unless we agree alternative charging arrangements, our fees will be based primarily on the time recorded by our professionals and their seniority and experience. These fees may be adjusted to reflect the nature of an assignment, in particular its importance, value, complexity and urgency.
- 3.2 Details of the rates for the persons involved in your work are available on request. These rates are exclusive of value added tax ("VAT") and are normally reviewed with effect from 1 May each year, but may be reviewed at other times. Rates charged for specific staff members change as they increase in seniority and experience. Our charges are calculated at the rates which are current when the work is done.
- 3.3 If a transaction or other matter is aborted, our fees will still be payable. You will remain responsible for our fees and disbursements even if there is an agreement from a third party to pay them on your behalf.

4. ESTIMATES AND SPECIAL FEE ARRANGEMENTS

- 4.1 Estimates are given only as a guide, and should not be regarded as a firm quotation unless this is agreed in writing.
- 4.2 A special fee arrangement (such as a fixed or capped fee) agreed for a matter will not cover additional work not identified when the arrangement was agreed.
- 4.3 Estimates and special fee arrangements are given exclusive of VAT and disbursements.

5. DISBURSEMENTS

- 5.1 We will often incur expenses ("disbursements") on your behalf in the course of a matter. These may include couriers, searches, registrations, transcripts, counsel's and other third party fees, travel, accommodation, telephone calls, faxes, document production and other expenses.
- 5.2 We are entitled to recover from you the cost or an amount in respect of disbursements incurred. With regard to disbursements relating to office systems, such as printing, electronic communication and telephone charges, we charge a fixed fee on each invoice, usually one per cent of the fee charged, subject to a minimum adjusted by us from time to time.
- 5.3 We will normally obtain your approval before incurring any substantial disbursements. We may also either require you to provide us with sufficient funds to cover such disbursements or arrange for the person providing the services to invoice you direct. If we pay any such disbursements on your behalf, we will invoice you for them and payment will be due from you on delivery of the invoice.
- 5.4 If we have to incur additional expenses for non-professional staff working overtime on evenings or weekends in order to provide an effective service to you, we may charge you for such additional expenses and include these expenses as a separate item on our invoices to you.

6. VAT

- 6.1 All fees quoted, disbursements and other charges are exclusive of VAT. If we are satisfied that our services are outside the scope of VAT, we will not charge VAT.
- 6.2 In order to enable the VAT status of our services to be classified correctly, in particular in relation to European Union business clients, you must provide to us such evidence as we may reasonably require for this purpose. If our services are subject to VAT, you must indemnify us fully on demand for any interest, penalties or legal costs as a result of any information



provided by you on your VAT status not being correct.

- 6.3 If our invoices are not payable by you as our client but by a third party, you will still be liable for any VAT in respect of our charges. Where a third party is to pay our fees the third party will not usually be able to recover the VAT element.

7. EXTERNAL PROFESSIONAL ADVICE

- 7.1 If we instruct external professionals on your behalf, you will be their client and will be responsible for payment of their costs. If we pay the fees of any such external professionals, we will invoice you for them and payment will be due from you on delivery of the invoice.
- 7.2 Where any claim relates to services provided by any external professionals, you agree that you will only direct such claim against the relevant external professionals for whom we shall have no liability.

8. BILLING

- 8.1 Our experience shows that regular billing gives clients much better control over the progress and cost of work done and it assists us in budgeting and cash flow planning. Accordingly, we will usually submit invoices on a monthly basis for current work. If a transaction or other matter is expected to be completed within a short period we may agree not to deliver our bill until exchange or completion.
- 8.2 We reserve the right to issue a bill when we incur or agree to pay disbursements on your behalf, or on completion of a transaction or other matter.
- 8.3 We are always prepared to discuss the amount of any bill with you. If you have any questions you should, in the first instance, contact the person with overall responsibility for your matter.

9. PAYMENT TERMS

- 9.1 Payment to us is due on delivery of our invoice. If the invoice is not paid in full within one month, we reserve the right to charge interest on the outstanding amount of the invoice at a rate of 4% above the one month Euribor rate for Euro (or the appropriate currency) as published by the European Banking Federation. Interest will accrue from one month after the date of delivery of the invoice to the date of payment. The Euribor rate used will be reset at the beginning of each interest period.
- 9.2 If an invoice is overdue for payment, we may, on giving reasonable notice, suspend or terminate our services to you (and others with whom you are associated) and retain documents and papers belonging to you. We may exercise these rights irrespective of the matter to which the work or documents and papers relate.
- 9.3 When we are instructed by or on behalf of more than one person or company to deal with any particular matter, each person or company for whom we act will be jointly and severally liable for payment of the full amount of our fees, disbursements and VAT.
- 9.4 If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our costs, you remain liable to pay any charges to the extent that the third party does not pay our invoice in full.
- 9.5 Our policy is to initiate recovery proceedings in respect of overdue amounts unless alternative arrangements are approved. If it is necessary to initiate any such recovery proceedings, we are entitled to recover from you, on a full indemnity basis, all costs (including legal costs) and expenses incurred by us in doing so.



10. PAYMENT ON ACCOUNT

- 10.1 In certain circumstances, we may require you to provide a payment to us on account of anticipated fees, disbursements and VAT. We are entitled to use that money as payment for sums due from you.
- 10.2 Any payment on account will be held in a client account and we will pay to you a sum equal to any interest earned if the amount earned is over €30.
- 10.3 From time to time, we may ask you to replenish the account so that it does not fall below the required amount. Any funds in excess of our charges will be returned to you after the completion or termination of our services.
- 10.4 Unless otherwise stated, a payment on account is not an estimate or fixing of costs; our total costs in a matter may be greater than the payment on account.
- 10.5 Any money held by us on your behalf will be deposited with a bank or building society in Monaco. We will not be held responsible for any loss occurring out of any default on the part of the institution concerned.

11. CONFIDENTIALITY AND CONFLICTS

- 11.1 We are bound by strict confidentiality rules and, accordingly, we will treat any commercially sensitive information about your business and affairs as confidential (unless we are required to disclose any information by law or any governmental or regulatory authority).
- 11.2 As you will understand, we owe the same duty of confidentiality to our other clients and therefore we will not disclose to you any information which we acquire in confidence in relation to any other matter without the person's prior consent.
- 11.3 We may use non-confidential details about our work for you for promotional purposes, unless you inform us otherwise.
- 11.4 Any report, letter, information or advice we may give to you is given in confidence solely for the purpose of any services provided and is provided on the condition that you do not disclose the same, or any other confidential information made available to you by us, without our prior written consent.
- 11.5 Our name and opinions may not be used in connection with any prospectus, financial statement or other public document or representation without our prior written consent.
- 11.6 By confirming your agreement to the terms of our engagement or by continuing to instruct us on existing or new matters, you agree to all the above such arrangements.
- 11.7 Conflicts of interest occasionally arise. For instance, where we discover information that is relevant to you while acting for other clients, it might conflict with our duty to them if we disclose this to you. If we identify a conflict of interest we will notify you promptly but we may be obliged to withhold relevant information or terminate our engagement in relation to the particular matter.
- 11.8 See also "Data Protection" below.

12. ANTI-MONEY LAUNDERING, COUNTERING THE FINANCING OF TERRORISM AND COMMON REPORTING STANDARDS

- 12.1 Prevailing anti money laundering and countering the financing of terrorism legislation requires us to establish and verify the identity, address, source of wealth and source of funds of all clients at the time the business relationship commences and periodically thereafter.
- 12.2 You hereby agree that you will provide us with such information as we in our absolute discretion may consider necessary or desirable to ensure that we comply with applicable



legislation and to ensure that we can perform our duties to you and in accordance with the standards imposed by all applicable legislation.

- 12.3 You specifically agree on your own behalf and on behalf of all persons whose information is provided to us by you, whether before or after the time that these terms of business became applicable, that the originals or copies or electronic records of such information may be provided to any other member of the Stonehage Fleming Group to meet its obligations under applicable requirements, including, but not limited to, anti-money laundering and counter financing of terrorism regulations, the OECD Common Reporting Standard, United States Foreign Account Tax Compliance Act, the UK's Automatic Exchange of Information agreements with its Crown Dependencies and Overseas Territories and other relevant legislation.
- 12.4 We are subject to regulatory and other legal obligations in the jurisdictions in which we operate. Any action or inaction on our part to comply with such obligations shall not constitute a breach of our duties to you.
- 12.5 Although we are under a professional and legal obligation to keep the affairs of clients confidential, in certain circumstances legislation may place us under a legal duty to disclose information to the SICCFIN in Monaco or the National Crime Agency ("NCA"). We may need to wait for consent from SICCFIN or the NCA (as the case may be) or the expiry of a time limit before taking further steps in the job. If we do not do so, we may commit a criminal offence. Notifying you as our client or any other party of the action we have taken and why may also be an offence.
- 12.6 If we have a suspicion of money laundering or terrorist financing we may be required to disclose this to the authorities and not to disclose the fact that we are doing this to any person, including our client. In the event of our making such disclosure, we do not accept any liability for any losses, damages, costs, claims, expenses or liability arising from our compliance with the appropriate legislation.
- 12.7 We do not generally accept cash from clients.

13. COMMUNICATIONS AND NOTICES

- 13.1 Unless you let us know otherwise, we will assume that you are content for us to communicate by email, fax, mail or third party courier, even though we cannot guarantee that such communication is completely secure or confidential. We protect the integrity of our computer system by screening for viruses on email sent and received. We suggest that you do the same for your computer system.
- 13.2 We do not routinely encrypt email. We monitor email, fax and mail.
- 13.3 Use of internet e-mail carries certain risks. Confidentiality may be breached, messages may be lost or delayed, or may not be read and viruses may be transferred through the use of e-mail. We cannot accept responsibility for loss which you suffer as a result of the use of internet e-mail for communication between us, or between Stonehage Fleming and third parties.
- 13.4 We suggest that, when sending a time critical e-mail or fax to us, you telephone to ensure the intended recipient is aware that a message has been sent.
- 13.5 If you have any doubts about the authenticity of any communication or document that appears to have been sent by us, please contact us immediately.
- 13.6 You agree to indemnify Stonehage Fleming and hold it harmless against, and that Stonehage Fleming is not to be responsible for any loss damage or expense arising from:
- 13.6.1 any damage or loss caused to you by any virus or other material which may cause harm to other systems which emanated from Stonehage Fleming or caused to



- Stonehage Fleming from such virus or other material which emanated from you;
- 13.6.2 any failure in communication arising as a result of the risks associated with the means of communication selected;
- 13.6.3 any action or failure to act by Stonehage Fleming as a consequence of failure of a communication or as a consequence of Stonehage Fleming relying upon a communication purportedly from you; and
- 13.6.4 any reasonable action or failure to act by Stonehage Fleming in case of urgency in the absence of communication from you (Stonehage Fleming being hereby authorised to take action in its complete discretion in such circumstances on your behalf).
- 13.7 You shall give us notices by letter, email or facsimile correctly addressed for the attention of Head of Legal Services, at the following address or such other address as Stonehage Fleming may notify to the Client for the purpose from time to time:
- Stonehage Fleming Advisory (Monaco) S.A.R.L.
Monte Carlo Sun
74, boulevard d'Italie
98000 Monaco
Monaco
Fax: +377 97 97 31 90
- 13.8 Notices may be given by Stonehage Fleming to you by letter, facsimile or email, at any current address as recorded in Stonehage Fleming's records.
- 13.9 Any such notice given by letter shall be deemed to have been given fourteen business days after posting, by facsimile upon sending provided an appropriate answerback is received, and by email upon acknowledgement of receipt.

14. DATA PROTECTION

- 14.1 We confirm that we will comply with the provisions of prevailing data protection legislation when obtaining processing and storing personal data about you. In order to carry out our services and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance, debt collection and crime prevention, we may obtain, process and disclose personal data about you.
- 14.2 For an explanation on how we collect, use and disclose your personal data and your rights as a data subject, please see our privacy notice.

15. FEEDBACK AND COMPLAINTS PROCEDURE

- 15.1 We are committed to continuous improvement in the quality of our services. We encourage suggestions or comments from you in helping to achieve this goal. If you would like to discuss ways in which our services could be improved or if you are dissatisfied with any aspect of the services you are receiving from us, please contact your client relationship manager or any partner.
- 15.2 Stonehage Fleming's complaints procedure will be followed to ensure that complaints are resolved as satisfactorily as possible. Stonehage Fleming's complaints procedure is available on the Stonehage Fleming Group website and a copy can be provided upon request.

16. TERMINATION OF OUR ENGAGEMENT

- 16.1 You may terminate our services at any time by giving us reasonable written notice.
- 16.2 We may cease to act for you on any matter by giving you reasonable written notice if:



- 16.2.1 you commit any material breach of your obligations under this letter of engagement or under any other agreement between the parties;
 - 16.2.2 you fail to give us proper instructions;
 - 16.2.3 you fail to give us the co-operation which we are reasonably entitled to expect;
 - 16.2.4 our continuing to act would be impractical, unethical or unlawful;
 - 16.2.5 we have a conflict of interest;
 - 16.2.6 sanctions are imposed on you or a person otherwise connected with you in any jurisdiction in which Stonehage Fleming operates;
 - 16.2.7 you fail to provide us (or to replenish) sufficient money to be held on account; or
 - 16.2.8 you fail to pay our invoices as and when rendered.
- 16.3 On termination by either you or us:
- 16.3.1 you must pay our charges for work carried out up to the date of termination; and
 - 16.3.2 we may keep all the papers that we are entitled to retain until all of our costs, disbursements and interest have been paid.
- 16.4 In any case where we are entitled to terminate our obligation to provide the services hereunder we shall be entitled, without prejudice to such right to terminate, to suspend the provision of the services for such period and on such basis as it may determine and during such period we shall not have any duty to provide any services.
- 16.5 By signing this letter, you acknowledge that notwithstanding our right to terminate or suspend the services under this Letter of Engagement, we may have continuing regulatory or fiduciary duties under applicable law. Accordingly, without prejudice to its rights, we shall be entitled (but not obliged) to continue to provide services so as to discharge such duties and shall be entitled to fees and compensation for continuing the services.
- 16.6 Termination will not affect any parts of this letter which may have any application or effect in the future which will continue in full force and effect.

17. LIMITATION OF LIABILITY

- 17.1 SFAM is a company with limited liability. Any liability arising out of or related to these terms of business, or otherwise arising out of or related to the services provided by SFAM to you shall be a liability of SFAM and not of a member, employee, agent or consultant of SFAM.
- 17.2 Accordingly, you agree that you will not bring any such claim against a member, employee, agent or consultant personally. Any advice given to you by an individual member or employee or agent or consultant of SFAM is done so on behalf of SFAM and not in their individual capacity, and you acknowledge that no special duty is owed to you by any individual member or employee or agent or consultant of SFAM. SFAM has in place indemnity insurance in excess of the minimum cover required by applicable regulation.
- 17.3 Our liability in respect of breach of trust or breach of contract or breach of duty or gross negligence or otherwise arising out of or in connection with this engagement or the advice given will also be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ascribed to us by a court of competent jurisdiction having regard to the contribution of any other person responsible and/or liable to you for such loss and damage. For the purpose of assessing the contribution to the loss and damage in question of any other person pursuant to the foregoing, you agree that no account will be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss and damage in question occurred.



- 17.4 Without prejudice to the above limitation, the maximum liability of SFAM, its officers, directors, members, shareholders, employees, affiliates or agents for all claims arising out of the services provided pursuant to any Letter of Engagement and these terms of business (other than those claims arising through our wilful default, gross negligence or fraud) will be limited to an amount equal to five times the total fees charged by us to, and paid by, you during the rolling period of 12 (twelve) consecutive months ending on the date on which the event (or if more than one the last such event) giving rise to the claim occurred. This maximum liability will be the aggregate liability for all claims arising (other than those claims arising through our wilful default, gross negligence or fraud) from whatever source and howsoever arising, whether such claims are asserted on the basis of contract, breach of trust, tort, delict or otherwise.
- 17.5 SFAM, its members, directors, employees, agents or consultants shall not be liable to any third party (other than you) for any losses, damages, liabilities, claims, demands, interest or cost arising out of or in connection with the provision of the advice to you.
- 17.6 The above provisions will have no application to Stonehage Fleming's liability for death or personal injury or any other liability that cannot lawfully be excluded or limited such as a liability arising as a result of fraud on Stonehage Fleming's part.

18. INDEMNITY

- 18.1 You hereby agree to indemnify and save and hold Stonehage Fleming harmless from and against all liabilities, costs and expenses incurred directly or indirectly as a consequence of
- 18.1.1 the provision of services by Stonehage Fleming; and
 - 18.1.2 any office filled by Stonehage Fleming; and
 - 18.1.3 any assertion or imposition of liability; and
 - 18.1.4 any failure by you to observe the provisions of the agreement between Stonehage Fleming and you, including without limitation these terms and conditions; and
 - 18.1.5 any misrepresentation to Stonehage Fleming by you;
- in each case, both in respect of actions taken or failure to act, except such as may arise from the wilful default, fraud or gross negligence of Stonehage Fleming.

19. DOCUMENT STORAGE

- 19.1 Subject to the data protection provisions set out in these terms of business, we usually keep files and papers relating to client matters for a minimum of six years, after which we may dispose of them (other than title documents, deeds and certificates) as we reasonably consider appropriate.
- 19.2 Some documents that come into our possession may belong to you. We will normally return these documents (and title documents, deeds and certificates) at the earliest opportunity, subject to our right to retain possession as security for payment of sums owed to us by you. However, it is likely that, over a period of time, less important records that are your property will be filed with our own papers and records. Unless you previously request us to return them to you, we will destroy any papers and records that, in our opinion, do not warrant retention at the time that we destroy the other papers and records relating to your work.
- 19.3 We may also without your specific consent transfer paper files to electronic or other reduced format insofar as permitted by law and applicable professional rules to do so.

20. INTERPRETATION AND LAW

- 20.1 The law governing these terms of business, including any question of its validity, shall be the



law of Monaco and any litigation relating thereto shall be subject to the jurisdiction of the Courts of Monaco, provided that Stonehage Fleming may take such legal action as may be open to it with regard to matters arising hereunder in the country in which and at the place where the Client is domiciled or resident or carries on its business, or in any jurisdiction where assets of any Account or Client may be found, or in any other court of competent jurisdiction and provided that the taking of legal action in any one or more jurisdictions shall not preclude the taking of legal action in any other jurisdiction whether concurrently or not.

- 20.2 References in these standard terms to “we” and “us” are to each individual, entity or partnership forming part of the Stonehage Fleming Group.
- 20.3 “Stonehage Fleming” or “Stonehage Fleming Group” means SFAM, Stonehage Fleming Financial Services Holdings Limited, and any successor thereto; its subsidiaries; any current or past officer, employee, agent or representative of any of the foregoing; any partnership or other entity comprised of employees of any of the foregoing or which is associated with any of the foregoing; and any person who was formerly any of the foregoing.
- 20.4 It is not intended that any of the terms of our engagement with you will be enforceable by a third party, save that any member, partner, employee or consultant of SFAM or the Stonehage Fleming Group will be entitled to rely on the limitations on liability section of these terms of business.

21. GENERAL

- 21.1 These General Terms and Conditions apply except to the extent that they are varied with the agreement in writing (which for the avoidance of doubt shall include email) of a director of SFAM.
- 21.2 All work done and advice provided by us is for your use and benefit only and may not be supplied or passed on to any other person without our prior written approval. Our duty of care is to you as our client, not to third parties (or any parties associated with you) unless such responsibility is accepted by us in writing.
- 21.3 If instructions are given by more than one person or company, we may choose to treat any one or more of those parties as our client; this includes situations where one person or company instructs the firm on behalf of another party.
- 21.4 When your instructions on a matter are completed, our representation will end. We will only advise you further on issues arising from the matter (e.g. implementation and other dates or changes in relevant law or regulation) if you specifically engage us to do so.
- 21.5 If at any time the practice of this firm is transferred to a successor firm (including a company or limited liability partnership) all work on which we have been instructed by you may be carried out by the successor firm and references to “we” and “us” in these standard terms will from the date of the transfer be interpreted as references to the successor firm, without the need to issue a new letter of engagement. The Stonehage Fleming Group is comprised of several entities situated in a number of countries (the “Stonehage Fleming Group” hereafter). Stonehage Fleming Advisory (IOM) Limited (“SFAL”) is not regulated or authorised by the Solicitors Regulation Authority (the “SRA”) and as a firm of Registered Legal Practitioners in the Isle of Man it is not regulated by the Isle of Man Law Society. SFAL employs lawyers qualified in various jurisdictions including solicitors of England and Wales (“Solicitors” hereafter), who are individually regulated by the SRA, and lawyers qualified in the Isle of Man (“Manx Advocates” hereafter) who are individually regulated by the Isle of Man Law Society.



