

Terms and Conditions of Business

1. Introduction

- 1.1 Our relationship with you is subject to these Terms which govern the basis upon which Artemis provides the Services. To the extent that there is any inconsistency between the provisions in these Terms and the Letter of Engagement, the provisions of the Letter of Engagement shall prevail.
- 1.2 These Terms and the Letter of Engagement will be deemed to have been accepted by the Client (whether or not the Client has signed the Letter of Engagement) on the commencement of the performance by Artemis of any of the Services.
- 1.3 These Terms may be varied from time to time and any variation will be published on the Website. Any amendments to the Terms will be effective and binding from the date of the publication on the Website.

2. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

2.1 Definitions:

Artemis: means Artemis Trustees Limited, Artemis Corporate Services Limited, Artemis Secretaries Limited, Artemis Nominees Limited and any affiliated companies, any operating subsidiaries, any of their successors and assigns and all of their directors, officers, staff members and delegates.

Artemis' Statement of Data Protection and Privacy Policies: Artemis' data privacy notice.

Business Day: a day other than a Saturday, Sunday or public holiday in Guernsey when banks are open for business.

Client: the person to whom we have addressed our Letter of Engagement and/or the person to whom we provide the Services.

Fees: fees payable by the Client for the Services in accordance with the fee schedule at Appendix 2 of the Letter of Engagement.

Letter of Engagement: means a letter issued by Artemis to the Client in respect of the Services which incorporates these Terms.

Services: means all services agreed to be provided by Artemis to the Client as more particularly set out in the Letter of Engagement and any other services agreed in writing by Artemis and the Client from time to time.

Terms: means these terms and conditions of business as amended from time to time.

Website: means the website of Artemis, <http://www.artemisci.com>.

2.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Artemis obligations

3.1 Artemis shall:

- (a) provide the Services in accordance with the Terms and the Letter of Engagement; and
- (b) be authorised, but not obliged, to act on any instructions received by the Client or a trusted person, in accordance with Appendix 3 of the Terms and Conditions, on the Client's behalf.

4. Client's obligations

4.1 In consideration for Artemis providing the Services, the Client shall:

- (a) provide Artemis with such information as it may require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (b) obtain and maintain all necessary licences, permissions and consents which may be required for the Services;
- (c) provide details to Artemis of any proposed changes in relation to directors or any other officers, changes to its constitutional documents or shareholders; and
- (d) comply with applicable laws.

4.2 If Artemis' performance of any of its obligations under the Terms is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, Artemis shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Artemis' performance of any of its obligations;
- (b) Artemis shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Artemis' failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Client shall reimburse Artemis on written demand for any costs or losses sustained or incurred by Artemis arising directly or indirectly from the Client Default.

5. Fees

5.1 The Fees shall be calculated in accordance with Artemis' current fee schedule (**Fee Schedule**), as set out in Appendix 2 of the Letter of Engagement.

5.2 Artemis reserves the right to advise the Client, in advance, of a different charging basis to that set out in the Fee Schedule.

5.3 Artemis may require payment on account or disbursements to be settled prior to the commencement of work.

5.4 The Client shall pay each invoice submitted by Artemis:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated by Artemis, and time for payment shall be of the essence.

5.5 If the Client fails to make a payment due to Artemis by the due date, then, without limiting Artemis' remedies under clause 10, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.5 will accrue each day at 3% a year above Barclays Bank PLC's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.

5.6 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Intellectual property rights

6.1 All copyright and any other intellectual property rights in everything developed, designed or created in the provision of the Services shall be retained by Artemis.

7. Data protection

In performing the Services, Artemis may from time to time process (including but not limited to collecting, storing and using) personal data to the extent permitted by law. In doing so, the processing of personal data by Artemis shall be in accordance with Artemis' Statement of Data Protection and Privacy Policies, a copy of which is available on the Website.

8. Delegation

8.1 Artemis reserves the right to delegate the provision of whole or part of the Services to agents or other delegates. Such delegation will be in accordance with any applicable laws.

8.2 To the extent permitted by law, neither Artemis, its employees or any representative shall be liable for any loss caused to any person by an agent or delegate.

9. Limitation of liability

9.1 Nothing in these Terms limits any liability of Artemis which cannot legally be limited, including:

- (a) death by personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) wilful misconduct; or
- (d) gross negligence.

9.2 Artemis, its employees or any representative shall not be liable for any loss or damage suffered by the Client arising directly or indirectly:

- (a) out of anything done or omitted to be done in the performance of the Services;
- (b) as a result of acting on instructions from the Client or any third party in connection with the Services; and
- (c) as a result of a failure or delay in the performance of the Services which is beyond the reasonable control of Artemis.

9.3 References to liability in this clause 9 include every kind of liability arising under or in connection with the Terms including liability in contract, tort (including negligence), misrepresentation or otherwise.

9.4 Nothing in this clause 9 shall limit the Client's payment obligations under the Terms.

9.5 Subject to clause 9.1 (Liabilities which cannot legally be limited), this clause 9.5 sets out the types of loss that are wholly excluded:

- (a) loss of profits
- (b) loss of sales or business
- (c) loss of agreements or contracts
- (d) loss of anticipated savings
- (e) loss of use or corruption of software, data or information
- (f) loss of or damage to goodwill
- (g) indirect or consequential loss.

9.6 Artemis, its employees and representatives shall not be liable for any tax, fine or adverse legal consequence which the Client may be subject to.

9.7 In respect of any claim, the liability of Artemis, its employees and representatives shall be reduced by the extent to which any other party is liable at law in respect of the same loss to the same claimant.

9.8 The aggregate liability in respect of all claims against Artemis, its employees and representatives in connection with the provision of the Services to the Client shall be limited to an amount not exceeding the amount paid for the Services to Artemis during one calendar year in which the event may occur.

9.9 The Client shall at all times indemnify and hold harmless Artemis, its employees and representatives to the greatest extent permissible with applicable law, against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses arising out of or in connection with the provision of the Services.

9.10 This clause 9 shall survive termination of the Services.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the engagement by giving the other party 90 days' written notice.

10.2 Without affecting any other right or remedy available to it, Artemis may terminate the engagement with immediate effect by giving written notice to the Client if:

- (a) the Client commits any material breach of its obligations under the Letter of Engagement or these Terms and (if such a breach is remediable) fails to remedy

that breach within [30] days of notice in writing served by Artemis requiring the Client to do so;

- (b) the Client repeatedly breaches any provision of these Terms;
- (c) the Client fails to pay any amount due under these Terms and the amount remains unpaid for a period of [30] days;
- (d) Artemis is unable to obtain proper instructions from the Client;
- (e) the Client fails, upon request from Artemis, to provide it with information and/or documents within a reasonable timeframe (to be determined by Artemis) to ensure compliance with applicable laws and regulations;
- (f) Artemis becomes aware of a breach or potential breach by the Client of any regulation or law or that the Client is under investigation;
- (g) the Client suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or has no reasonable prospect of paying its debts;
- (h) the Client commences negotiations with all, or any one, of its creditors in order to reschedule its debts, or enters into any compromise or arrangement with its creditors;
- (i) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client, or (in the case of a natural person) the Client is declared bankrupt;
- (j) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Client;
- (k) a creditor of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced upon or commenced against, the whole or any part of its assets and such attachment or process is not discharged within [14] days; or the property of the Client is declared en desastre or becomes insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation); or
- (l) the Client's financial position deteriorates to such an extent that in Artemis' opinion the Client's capability to adequately fulfil its obligations under the Letter of Engagement and/or Terms has been placed in jeopardy.

11. Consequences of termination

11.1 On termination of the Services for any reason:

- (a) the Client shall immediately pay to Artemis all of Artemis' outstanding fees, costs, charges and expenses and any other disbursements which shall be payable by the Client immediately;

- (b) the Client shall provide to Artemis details of the new administrator, directors, trustee or any other representative role and details of the new registered office;
- (c) the Client shall arrange to make any necessary amendments to its documentation to reflect the termination;
- (d) where the Services include the provision of any officers and details of the newly appointed officers have not been provided upon termination, Artemis reserves the right to arrange the resignations of such officers;
- (e) where the Services include the provision of holding shares as nominee and details of the new nominee have not been provided, Artemis reserves the right, and the Client agrees, to transfer such shares to the beneficial owner.

11.2 On termination of Services and subject to clause 9.1, Artemis agrees that it will arrange for the transfer of all books, records, information and any other documents of the Client to the new trustee, administrator or managers, subject always to payment in full of all fees, expenses and disbursements.

11.3 Termination of the Services shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

11.4 Any provision of the Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Terms shall remain in full force and effect.

12. Complaints

12.1 Artemis is committed to providing its clients with an excellent and professional service. If a client is dissatisfied with the service that they are receiving they should, in the first instance, contact the director responsible for their affairs.

12.2 If matters are still unresolved, the Client should write to the Managing Director of Artemis who will investigate further.

12.3 Full details of our complaints policy are available on our website at www.artemisci.com.

13. General

13.1 Force majeure.

- (a) Artemis shall not be liable for any failure to perform or delay in performance of any of its obligations under these Terms caused by circumstances beyond its reasonable control.

13.2 Assignment and other dealings.

- (a) Artemis may assign, transfer, or sub-contract the whole or any part of its rights and benefits and the whole or any part of its rights and obligations in or under or arising from the Letter of Engagement under these Terms to the entities within Artemis' group.
- (b) Any assignment, transfer or sub contract to an individual or entity by Artemis to an individual or entity not within Artemis' group shall require the Client's prior written consent.
- (c) The Client may not assign or transfer all or any part of its rights, benefits and/or obligations under these Terms.

13.3 Confidentiality.

- (a) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Terms and the Letter of Engagement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (b) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and the Letter of Engagement.

13.4 Entire agreement. These Terms and the Letter of Engagement constitute the entire agreement between Artemis and the Client and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.5 Waiver. A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 Severance. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of these Terms is deleted under this clause 13.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.7 Notices.

- (a) Any notice given shall be in writing and shall be delivered by hand or by registered post at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the relevant contact details as advised by the parties from time to time.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by registered post, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.7(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 13.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.8 Governing law. These Terms, the Letter of Engagement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with the law of Guernsey.

13.9 Jurisdiction. Each party irrevocably agrees that the Royal Court of Guernsey shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms, the Letter of Engagement or their subject matter or formation.

13.10 Regulation. Artemis Trustees Limited, Artemis Corporate Services Limited, Artemis Secretaries Limited and Artemis Nominees Limited are licensed by the Guernsey Financial Services Commission to undertake regulated fiduciary activities in accordance with the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2000, as amended from time to time.