

TERMS AND CONDITIONS OF SERVICE

By choosing to make use of the Application Form, the Registered Agent, Registered Office or other services of ATU General Trust (BVI) Limited or its subsidiaries; the Client and the Company agree to accept all of the following Terms and Conditions of Service:

1. Definitions:
 - a. "the Act" means the BVI Business Companies Act, 2004, as amended and which sets out the obligations of BVI Business Companies;
 - b. "Beneficial Owner" ("BO") means the natural person who controls or who owns 10% or more of the Company.
 - c. "Client" means the instructing party, which is the client of record for the Company, individually or jointly as the context requires in relation to the provision of the services for the Company;
 - d. "Company" means any one or more companies in respect of which the Registered Agent provides Services at the Client's request;
 - e. "Registered Agent" means ATU General Trust (BVI) Limited, any affiliated company and each of its employees, agents, officers and servants from time to time who are engaged in providing the Services;
 - f. "Services" means registered office and/or registered agent services; such other services as may be agreed from time to time; or in accordance with the Application Form completed by the Client.
 - g. "source of funds" refers to the origin of the particular funds, any other monetary instrument or assets provided or procured by the entity; or company as the case may be;
 - h. "source of wealth" refers to how the BO's wealth was obtained, i.e. how the BO came to have the funds.
2. ATU General Trust (BVI) Limited will provide the Services (or such other services as may be agreed in writing between the Client, the Company and ATU General Trust (BVI) Limited) with reasonable skill and care.
3. ATU General Trust (BVI) Limited is required by law and regulation in the British Virgin Islands to obtain Customer Due Diligence (both as part of its client take-on procedures and, thereafter, on an on-going/periodic basis), in order to identify and verify the identity of the Client (and certain persons connected thereto). The Client shall provide to the ATU General Trust (BVI) Limited such Customer Due Diligence ("CDD")/Know Your Customer ("KYC") information and/or documentation as ATU General Trust (BVI) Limited considers necessary in order to ensure that the Company complies with all applicable legislation, including all information requested on the Application Form or required to facilitate compliance with applicable law and regulation (including, without limitation, in connection with CDD/Know your Customer requirements).
4. If the Client fails to provide CDD/KYC Information or Documentation, ATU General Trust (BVI) Limited, may at its discretion:
 - a. terminate the engagement with the Client; or
 - b. effect a termination in connection with each entity/ Company relevant to the Client; and/or
 - c. immediately close any accounts opened in the name of the Client and/or any entities relevant to the Client.
5. The Client is responsible for ensuring that the information provided in the Application Form is correct and that it and any person responsible for doing so has taken all necessary tax and legal advice in all relevant jurisdictions, regarding the establishment and operation of the Company or entity and for ensuring that the activities or proposed activities of the Company; or entity will not breach the laws of any relevant jurisdiction.
6. The Client undertakes and warrants that the source of any funds, wealth, monies or assets provided or

- procured by the Client, any company or entity; or any BO connected to any company or entity, whether in relation to the Services or, for any other purpose, is lawful and not derived from or in any way otherwise connected with any illegal activity.
7. The Client shall not engage and shall not knowingly permit the Company to engage in any activity, practice or conduct which would constitute an illegal activity.
 8. For the purposes of compliance with the Act, each Company is required to maintain the following documents at the office of its registered agent; (a) the memorandum and articles of association of the company; (b) either the original register of members, or a copy; (c) either the original register of directors, or a copy; (d) copies of all notices and other documents filed by the company over the previous 10 years; and (e) the original register of charges of the company, (as applicable).
 9. Records and underlying documentation include accounts and records (such as invoices, contracts and similar documents) in relation to all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; all sales and purchases of goods by the company; and the assets and liabilities of the Company, as applicable.
 10. The records and underlying documentation indicated herein must be kept at the office of the Registered Agent or at such other place or places within or outside the British Virgin Islands as determined by the directors of the Company. In the event that the records and underlying documentation are held at a place other than at the office of the Registered Agent, the company shall provide the Registered Agent with a written record of the physical address of the place or places at which the records and underlying documentation are kept; and if that location changes, the Company must notify the Registered Agent within 14 days.
 11. The records and underlying documentation are the property of the Company, however upon the termination of the services with the Company or the Client, as the case may be, the transfer of the
 - shall be subject to all outstanding fees and reimbursement of expenses being paid
 12. In order to enable the Registered Agent to meet its legal and regulatory obligations in respect of the Company, the Client and the Company shall inform the Registered Agent of any and all changes to the directors, officers and shareholders of the Company within 14 days of the change.
 13. The Client and the Company shall immediately inform the Registered Agent of any other matters that might affect the Company and/or the Registered Agent's willingness or ability to provide, or continue to provide, any of the Services or of any matter that is material to the affairs of the Company or the introducer status of the Client.
 14. The Client and the Company acknowledge that the Registered Agent is bound by regulatory and other obligations under the laws of the British Virgin Islands and agree that any action or inaction on the part of the Registered Agent in carrying out such obligations shall not constitute a breach of the Registered Agent's duties.
 15. The Registered Agent's fees and charges are those which have been agreed between the Registered Agent and the Client from time to time.
 16. The Client shall be responsible for remitting all applicable government licence fees and ensuring such fees are remitted to the Registered Agent to facilitate payment of same. The Registered Agent shall not be liable for issuing reminders to the Client or the Company regarding the government licence fees.
 17. In the event of any conflict between these Terms and Conditions of Service and the provisions of a written Agreement (including, without limitation, as may relate to the payment of ATU's fees), the provision of the Agreement shall, as between the parties to the same, prevail. If an Agreement is not in writing and/or is not executed by the Client or an Entity, ATU may send a record of such Agreement in note form to the Client.

MEMBER OF ATU GROUP
founded 1929

18. The Company is responsible for any legal costs incurred by the Registered Agent in respect of any disputes relating to the Company.
19. The Company hereby agrees and undertakes to indemnify and keep indemnified the Registered Agent and its Employees in respect of all actions undertaken by the Registered Agent in good faith as well as any claims, liability, expenses or damages (including legal expenses and costs) arising from proceedings, claims or actions brought by any parties against ATU as Registered Agent in connection with the Company or in respect of any legal costs incurred by ATU in respect of a dispute in connection with the Company. The indemnity contained herein shall continue in force notwithstanding: (i) any termination; (ii) termination of the engagement with the Client; or (iii) the amendment or revocation of these Terms and Conditions of Service.
20. Save in the case of fraud, wilful misconduct or gross negligence, ATU General Trust (BVI) Limited will not be liable to the Client or any entity for any loss or damage of whatsoever nature (including, but not limited to, any indirect or consequential loss or damage (whether foreseeable or in the contemplation of ATU General Trust (BVI) Limited or the Client)) suffered by such Client or entity arising out of or in connection with: (a) the Services; (b) a termination; or (c) termination of the engagement with the Client; with the intent that any and all liability shall be excluded to the greatest extent permitted by law.
21. The terms and conditions herein shall continue from the date of engagement for the services for a period of 5 years from the date of termination of the business relationship between the Registered Agent and the Client and/or Company.
22. Upon termination of the Services, the Client shall promptly procure that the Company or each Company (as the case may be) appoints a replacement registered agent and registered office and shall ensure that all and any other steps are taken to give prompt effect to the change of registered agent and registered office.
23. All complaints arising from or in connection with, the provision of the Services should be addressed in the first instance to the Department Head responsible for the Services. If the matter is not resolved to the satisfaction of the Client, and the matter is considered the Client may file a formal complaint in writing addressed to the Complaints Officer of ATU.
24. The Registered Agent shall be entitled to amend these Terms and Conditions of Services from time to time and post notice of such Amendment on its website.