

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions (these “**Terms and Conditions**” or “**Terms**”) set out the entire agreement between ATU GENERAL TRUST (BVI) LIMITED, the Client and/or the Entity for the provision of registered agent, registered office services or such other services as agreed between the parties, to the Entity.

1. DEFINITIONS AND INTERPRETATION:

In these Terms and Conditions, the following words have the following meanings:

- (a) “the Act” means the British Virgin Islands (“**BVI**”) Business Companies Act, Revised Edition 2020, as amended, and which sets out the obligations of BVI Business Companies;
- (b) “AFR” means the Annual Financial Return required in the BVI to be filed within 9 months of the end of the Company’s financial year in accordance with BVI Business Companies (Financial Return) Order, 2023;
- (c) “AMLRs” means the laws, regulations and guidance of the BVI applicable to sanctions, anti-money laundering, and the combatting of terrorist financing and proliferation financing, including, but not limited to, the Drug Trafficking Offences Act, Revised Edition 2020, as amended, the Proceeds of Criminal Conduct Act, Revised Edition 2020, as amended, the Counter-Terrorism Act, 2021, as amended, the Proliferation Financing (Prohibition) Act, 2021, as amended, the Anti- Money Laundering Regulations, Revised Edition 2020, as amended (the “**AML Regulations**”) and the Anti-Money Laundering and Terrorist Financing Code of Practice, Revised Edition 2020, as amended (the “**AML Code**”);
- (d) “ATU” means ATU GENERAL TRUST (BVI) LIMITED and any of its licensed subsidiaries, whose principal office is situated at 3076 Sir Francis Drake’s Highway, P.O Box 3463, Road Town, Tortola, British Virgin Islands;
- (e) “Authorised Person” means the person who is authorized by the Client and/or the Entity for and in his name and on his behalf to give instructions and/or directions to ATU as if these were given by the Client and/or the Entity themselves and who is indicated in the “**Letter of Authorisation to Act on Behalf of the Client**” submitted to ATU by the Client and/or the Entity as being authorised to act;
- (f) “Applicable Law” means any law, regulation, rule, requirement, practice and guidelines of any government, regulatory authority or self-regulating organisation or any self-imposed rule that applies to the provision of the Services (as defined below), including but not limited to the AML Code, the AML Regulations and the Act;
- (g) “Beneficial Owner” or “BO” means the natural person who ultimately controls or owns the Entity or limited partnership and includes:
 - (i) in the case of an Entity other than a company whose securities are listed on a recognised exchange, a natural person who
 - o ultimately owns or controls, whether directly or indirectly, 10% or more of the shares or voting rights in the Entity;
 - o holds directly or indirectly, the right to appoint or remove a majority of the directors of the board of an Entity; or
 - o otherwise exercises control over the management of the Entity;
 - (ii) in the case of a limited partnership, a natural person who
 - o is ultimately entitled to or controls whether director or indirectly, 10% or more share of the capital or profits of the partnership or 10% or more voting rights in the partnership; or

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- otherwise exercises control over the management of the partnership; and
- (iii) in the case of a trust
 - the trustee;
 - the settlor or other person by whom the trust is made;
 - the protector, if any;
 - the beneficiaries or class of beneficiaries with a vested interest in the trust at the time of or before distribution of any trust property or income; and
 - any other natural person exercising ultimate effective control over the trust (including through a chain of control or ownership);
- (h) “BO Regulations” means the BVI Business Companies and Limited Partnerships (Beneficial Ownership) Regulations, 2024, which may be amended from time to time;
- (i) “Business Day” means any day which is not a Saturday, a Sunday or a public holiday in the BVI;
- (j) “Client” means the instructing party, which is the client of record for the Entity, individually or jointly as the context requires in relation to the provision of the Services to the Entity;
- (k) “CDD” means all such customer due diligence information and documentation relating to the Entity and persons who are connected to the Entity, which ATU may require the Entity to furnish in accordance with the requirements of the AMLRs, the BO Regulations or other applicable laws that are equivalent or analogous to any of the foregoing;
- (l) “Data Protection Law” means all applicable laws, regulations and guidelines governing the collection, use, processing, storage and sharing of personal data in the BVI, including the BVI Data Protection Act, 2021 (the “**Data Protection Act**”), which aims to meet the United Kingdom and European Union (“EU”) Standards of data protection as established by the EU’s General Data Protection Regulation 2016/679 (the “**GDPR**”), as well as any amendments, regulations, or other legal instruments that may be enacted from time to time, regulating the processing of personal data in the BVI;
- (m) “Effective Date” means the date of incorporation or formation of the Entity or the date on which ATU began providing the Services to the Entity, if later;
- (n) “Electronic Record” has the same meaning as in the Electronic Transactions Act;
- (o) “Electronic Transactions Act” means the BVI Electronic Transactions Act, 2021;
- (p) “Entity” means any one or more entities, partnerships, legal entities or legal arrangements in respect of which ATU provides Services at the Client’s request and its authorised representatives. These authorized representatives may include the directors, members and officers of the Entity from time to time;
- (q) “FSC” means the BVI Financial Services Commission;
- (r) “KYC Information” means all such Know Your Client information and documentation relating to the Entity and persons who are connected to the Entity, which ATU may require the Entity to furnish in accordance with the requirements of the AMLRs, the BO Regulations or other applicable laws that are equivalent or analogous to any of the foregoing;
- (s) “Personal Data” means personal information relating to an identified or identifiable living individual as defined in section 2 of the Data Protection Act, which is disclosed or made available to ATU by or on behalf of the Client

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and/or Entity in connection with the provision of the Services;

- (t) "Registered Agent" means ATU, any affiliated entity and each of its directors, officers, employees, agents, servants and partners from time to time who are engaged in providing the registered agent and registered office services;
- (u) "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/Onboarding Form completed by the Client;
- (v) "source of funds" refers to the origin of the particular funds, any other monetary instrument or assets which have been contributed to the Entity at the time of its incorporation or formation, as the case may be; and
- (w) "source of wealth" refers to the BO's entire body of wealth was obtained.

For the purposes of these Terms and Conditions:

- i. use of the singular includes the plural and the masculine gender shall include the feminine and the neuter and vice versa;
- ii. the headings in these Terms are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of these Terms;
- iii. written means in writing and includes all modes of representing, reproducing or maintaining words in visible form, including in the form of an Electronic Record;
- iv. any requirement as to delivery under these Terms includes delivery in the form of an Electronic Record;
- v. any requirement as to execution or signature under these Terms can be satisfied in the form of an electronic signature as that term is used in section 8(1) of the Electronic Transactions Act.

2. RETENTION OF ATU

With effect from the Effective Date, the Client and/or the Entity hereby retains ATU to perform any services set out in these Terms, which may include registered office services, registered agent services or any other services as agreed upon from time to time between ATU, the Client and/ or the Entity or as specified in the Application/Onboarding Form completed by the Client. The Client and/or the Entity's use of ATU's services shall constitute acceptance of these Terms, including any amendments made from time to time and consent to the processing of Personal Data as set out in these Terms.

3. DOCUMENTS AND INFORMATION TO BE SUPPLIED TO ATU

ATU is required by BVI law and regulations to obtain CDD (both as part of its client take-on procedures and, thereafter, on an ongoing/periodic basis), in order to identify and verify the identity of the Client and/or the Entity (and certain persons connected thereto). The Client and/or the Entity shall provide to ATU such CDD/KYC Information and/or documentation as ATU considers necessary in order to ensure that the Client and/or the Entity complies with all applicable legislation, including all information requested on the Application/Onboarding Form or required to facilitate compliance with applicable laws and regulations (including, without limitation, in connection with CDD/KYC requirements).

If the Client and/or the Entity fails to provide CDD/KYC Information or documentation, ATU may, at its discretion:

- (a) terminate the engagement with the Client and or the Entity; or

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- (b) effect a termination in connection with each Entity relevant to the Client; and/or
- (c) immediately close any accounts opened in the name of the Client and/or any Entities relevant.

The Client and/or the Entity are responsible for ensuring that the information provided in the Application/Onboarding Form is correct and that it and any person responsible for doing so have taken all necessary tax and legal advice in all relevant jurisdictions regarding the establishment and operation of the Entity and for ensuring that the activities or proposed activities of the Entity will not breach the laws of any relevant jurisdiction.

The Client and/or the Entity undertakes and warrants that the source of any funds, wealth, monies or assets provided or procured by the Client and/or the Entity or any other entity, or any BO connected to any 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.

The Client and/or the Entity shall promptly notify ATU of any threatened, pending or actual litigation against it in any jurisdiction and any action, petition or other steps (whether court-related or not) which is proposed or has been taken in respect of its winding-up, arrangement with creditors, insolvency, reorganisation or analogous procedure, in each case in respect of which the Client and/or the Entity have actual or constructive notice or knowledge.

4. COMPLIANCE OBLIGATIONS

Neither the Client nor the Entity shall knowingly engage in any activity, practice or conduct which would constitute a criminal or regulatory offence in the BVI or would otherwise contravene a law, regulation or sanctions restriction of the BVI. ATU may refuse to perform any or all of its obligations under these Terms if it determines, in its sole and unfettered discretion, that the Client and/or the Entity has engaged in such activity, practice, or conduct or if continuing to perform such obligations would expose ATU to legal, regulatory, or reputational risk. In such an event, ATU reserves the right to immediately terminate or suspend any services or agreements, without liability, and to take any action deemed necessary to comply with applicable laws, regulations, or sanctions.

The Client and/or the Entity shall immediately inform ATU of any other matters that might affect ATU'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 Entity or the status of the Client.

The Client and/or the Entity acknowledge that the Registered Agent is bound by regulatory and other obligations under the laws of the BVI 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.

5. RECORD-KEEPING OBLIGATIONS

For the purposes of compliance with the Act, each Entity is required to maintain the following documents at the office of its Registered Agent: (a) the memorandum and articles of association of the Entity; (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 Entity over the previous 10 years; and (e) the copy of the register of charges of the Entity (as applicable).

In order to enable the Registered Agent to meet its legal and regulatory obligations in respect of the Entity, the Client and/or the Entity shall inform the Registered Agent of any and all changes to the directors, officers, shareholders and relevant charges of the Entity within 14 days of the change, changes to the constitutional documents or agreements or the creation of any charge, mortgage or security interests over its assets, shares or property and shall promptly supply the Registered Agent all such information and documents in connection

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therewith.

Records and underlying documentation include AFRs and accounting records (such as invoices, contracts and similar documents) in relation to all sums of money received and expended by the Entity and the matters in respect of which the receipt and expenditure takes place; all sales and purchases of goods by the Entity; and the assets and liabilities of the Entity, as applicable. The Entity shall provide the Registered Agent without delay any such records and underlying documentation on request and acknowledges that the FSC and other competent authorities in the BVI acting pursuant to the exercise of a power under an enactment may direct that the Registered Agent request and provide any such records or underlying documentation from the Entity.

The Entity shall retain its records and underlying documentation for a period of at least five years from the date: (a) of completion of the transaction to which the records and underlying documentation relate; or (b) the Entity terminates the business relationship to which the records and underlying documentation relate, and for these purposes "business relationship" means a continuing arrangement between the Entity and one or more persons with whom the Entity engages in business, whether on a one-off, regular or habitual basis.

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 BVI as determined by the directors of the Entity. In the event that the records and underlying documentation are held at a place other than at the office of the Registered Agent, the Entity 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 Entity must notify the Registered Agent within 14 days.

The records and underlying documentation are the property of the Entity, however upon the termination of the Services with the Entity and/or the Client, as the case may be, the transfer of the records and underlying documentation shall be subject to all outstanding fees and reimbursement of expenses being paid to the Registered Agent.

6. TERMINATION OF ATU'S SERVICES

Termination of the provision of Services by ATU may be done by either party giving written notice to the other party. In the absence of a stipulated notice period agreed upon between the parties, the Entity shall terminate the provision of services by ATU by giving not less than thirty (30) days' written notice.

Termination of the provision of Services by ATU under the provisions above shall be without prejudice to any pre-existing liability of the parties to these Terms. ATU shall be entitled to receive all fees, expenses and disbursements accrued due up to the date of such termination, whether under these Terms or otherwise.

Upon termination of the provision of registered agent and/or registered office services by ATU, the Entity shall promptly procure the passage of a board resolution to transfer the registered agent and/or the registered office of the Entity to an alternative agent and location and shall ensure that all and any other steps are taken to give prompt effect to the change of registered agent and registered office. ATU shall be entitled (but not required) to serve notice on the Registrar advising that it is no longer providing the registered agent and/or office to the Entity.

7. FEES AND DISBURSEMENTS

Unless otherwise agreed in writing by a duly authorised representative of ATU, fees and charges payable to ATU for Services rendered to the Client and/or the Entity are those which have been agreed between ATU and the Client and/or the Entity from time to time and shall be payable by the Client and/or the Entity within 30 days of the invoice issued by ATU for such fees.

ATU shall be entitled to charge penalty fees for any late payments of amounts due, in accordance with the rates

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set from time to time.

ATU shall be entitled to recover from the Client and/or the Entity all out-of-pocket expenses and disbursements (including, but not limited to, filing and registration fees paid to the Registrar, charges for messengers and couriers, printing, postage, photocopying, scanning, telephone charges, secretarial overtime (where attributable to the Client's and/or Entity's special needs) and other similar costs and expenses), properly incurred or paid by ATU on behalf of the Entity or otherwise in the performance of its Services.

The Client and/or the Entity shall be responsible for remitting all applicable government licence fees and ensuring such fees are remitted to the Registered Agent to facilitate payment. The Registered Agent shall not be liable for issuing reminders to the Client and/or the Entity regarding the government licence fees.

ATU shall have no obligation to supply the Services if the Client and/or the Entity is in default concerning the payment of any fees or disbursements to ATU or any other affiliate or subsidiary of ATU.

8. RELIANCE ON INSTRUCTIONS

In performing its obligations, ATU may rely and act upon instructions given by the Client and/or the Entity or their Authorised Persons.

The Client and/or may at any time amend its list of Authorised Persons with written notice to ATU. No other person, except those persons as notified by the Client and/or the Entity as having the authority to act as authorised, may be considered as an Authorised Person of the Client and/or the Entity for the purposes of this Terms.

Where ATU does not believe that the person giving instructions is duly authorised or where ATU is given instructions that it believes are unclear or contradictory, it may refuse to act upon such instructions until it receives evidence to its satisfaction as to the instructions or the person giving instructions and neither ATU nor its directors, officers, employees, agents, servants or partners shall incur any liability for such refusal to act.

ATU shall provide the Services with reasonable skill and care and shall deal with and act upon instructions in a reasonably timely manner and undertakes to use reasonable endeavors to do so.

If work which ATU has undertaken for the Client and/or the Entity does not proceed to a conclusion or if the Client and/or the Entity withdraws its instructions, ATU shall charge for all work done up to the point where the matter becomes abortive together with all costs, disbursements and expenses paid on the Client's and/or the Entity's behalf. In such circumstances, ATU shall also charge for work done and all costs, disbursements and expenses associated with the orderly termination or the transfer of such work to another professional adviser, if applicable.

9. INDEMNITY AND LIMITATION OF LIABILITY

ATU, its directors, officers, employees, agents and partners shall not be liable for any awards, damages, losses, claims, proceedings, demands, liabilities, costs or expenses suffered or incurred by the Client and/or the Entity or any other person at any time from any cause arising out of or in connection with these Terms or related to the performance or non-performance of (a) the Services provided under these Terms; (b) a termination; and (c) termination of the engagement with the Client and/or the Entity, unless arising directly as a result of ATU's fraud, wilful default or gross negligence or that of any of its directors, officers, employees or agents (as the case may be). The Client and/or the Entity agrees that ATU (and its directors, officers, employees or agents) shall not be in wilful default or have committed gross negligence where it (acting by itself or through the Client and/or the Entity) complies with an order of the Court or determines in its sole discretion that an order of the Court or amendment to an order of the Court is required before taking the relevant action.

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The Client and/or the Entity shall indemnify (on a full indemnity basis) and hold harmless ATU, its successors and assigns and their respective directors, officers, employees, agents and partners (collectively, the “**Indemnified Persons**”) and each of them, as the case may be, against all awards, liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) which they or any of them may incur or be subject to in consequence of these Terms or as a result of the performance of these Terms or as a result of the performance of the Services provided under these Terms except and to the extent that these are as a result of the fraud, wilful default or gross negligence of the relevant Indemnified Person and this indemnity shall expressly take effect for the benefit of any such Indemnified Person existing or future and shall remain in force despite any termination of such person’s relationship with ATU.

Subject always to the express provisions of these Terms, the limitations of liability and indemnification provided shall not be deemed to be exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement or otherwise and shall continue after the termination of the provision of Services by ATU by the Client and/or the Entity.

ATU shall not be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for (i) any consequential, indirect, special, incidental, punitive or exemplary loss; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with these Terms in each case whether or not ATU has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt ATU shall not be so liable for any loss of goodwill or reputation.

This Indemnity and Limitation of Liability section shall survive termination, amendment or revocation of these Terms.

10. CONFIDENTIALITY

It is agreed between ATU, the Client and/or the Entity that neither party shall, at any time, disclose to any third party and shall treat as confidential any information relating to their respective relationship, transactions, business, finances and/or other matters of the other party which such party has obtained as a result of its relationship with the other party under these Terms, except in cases where the information is or was:

- (a) already known to the recipient from a source other than the other party without any obligation of confidentiality;
- (b) in the public domain or became public knowledge otherwise than as a result of the unauthorised or improper conduct of the disclosing party;
- (c) whose disclosure is required by law or (including but not limited to information on the database maintained by ATU under the BO Regulations and disclosed to the relevant authorities in the event of a relevant search) by court order or by any governmental, supervisory or regulatory agency or taxation authority, provided that any such disclosure is restricted to that which is strictly necessary (provided that if legally permissible, the recipient will promptly inform the other party of any such order, direction, request or requirement prior to disclosing any information);
- (d) disclosed for legitimate business purposes to affiliates, professional advisors, service providers, agents or insurers, engaged by one of the parties, who receive the same under a duty of confidentiality;
- (e) lawfully received by ATU from a third party who lawfully acquired it and who is under no obligation to restrict its disclosure;
- (f) disclosed with the consent of the other party (including any consents contained under these Terms and Conditions).

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The Client and/or Entity agrees to reimburse any costs which ATU may incur in complying with any such disclosure requirement relating to the Client and/or the Entity or the Services if requested in accordance with clause 10(c) above, not involving any substantive claim or proceedings against ATU.

The parties shall ensure that any confidential information provided to the party is provided with any relevant consent required, which the disclosing party will be responsible for obtaining.

The provisions of this clause shall remain in full force and effect, notwithstanding the Terms ceasing to apply.

11. DATA PROTECTION

Please refer to ATU's Data Privacy Declaration (available on our website at <https://www.atubvi.com/en/contact/data-protection>) for further information on how ATU collects Personal Data, how it is used, what rights and choices the Client and/or the Entity have in relation to the Personal Data held and processed and how the Client and/or the Entity or data subjects whose Personal Data may be held by ATU can contact us.

In providing the Services and otherwise fulfilling its obligations under these Terms, ATU may be required to process Personal Data. The Client and/or the Entity acknowledge and agree that:

- (a) They/It has received, read and understand the contents of ATU's Data Privacy Declaration;
- (b) They/It has shared ATU's Data Privacy Declaration with all relevant individuals before their/its disclosure of Personal Data to ATU; and
- (c) To the extent that ATU acts as a "data controller" and/or a "data processor", as defined in the Data Protection Act, in respect of Personal Data, ATU will process Personal Data in accordance with applicable Data Protection Law and ATU's Data Privacy Declaration.

The Client and/or the Entity will ensure that the processing of Personal Data by ATU for the provision of the Services will not place ATU in breach of any applicable law, regulation, directive, court or authorities decisions and so forth. The Client and/or the Entity represents that when providing ATU with Personal Data of any individual other than himself/herself, such persons whose Personal Data are provided have been informed of and have given their consent (as may be necessary) to such collection and processing of their Personal Data.

12. INTELLECTUAL PROPERTY

ATU retains all rights to the intellectual property which ATU, its affiliates, directors, officers, agents and/or employees have developed or provided in the performance of the Services. The Client and/or the Entity shall only have the right to use such intellectual property as expressly granted by ATU, in these Terms and Conditions or by Applicable Law. Any right of use shall be non-exclusive for the term of the provision of Services and non-transferable.

13. USE OF ELECTRONIC COMMUNICATION

Although ATU aims to maintain high IT security standards, ATU shall not be liable for the incorrect or incomplete transmission of the information contained in e-mail communications or for any delay in reception of e-mail.

The Client and/or the Entity acknowledges that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. The Client and/or the Entity accepts full responsibility for the possible negative consequences of the use of e-mail and the internet as a means of communication, as well as for the retrieval of data.

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The Client and/or the Entity acknowledges that electronic communications can be prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by Applicable Law, will not be responsible to the other party or parties on any basis (whether in contract, statute, tort, negligence or otherwise) for any loss, damage or omission in any way arising from the use of or access by ATU to internet or networks, applications, electronic data or other systems.

14. NOTICES

Any notice required to be given hereunder shall be in writing addressed to the party concerned at its address from time to time notified to the other for the purpose, failing which the registered office or the last known usual address of such party.

For this purpose, any notice (a) delivered personally shall be deemed to have been given at the time of such delivery; (b) sent by ordinary post shall be deemed to have been given at the expiration of 7 Business Days after posting; (c) sent by e-mail shall be deemed to have been given at the expiration of 24 hours after it was sent; and (d) sent by fax shall be deemed to have been given at the expiration of 24 hours after it was sent.

15. MISCELLANEOUS

In the event of any conflict between these Terms and Conditions and the provisions of a written agreement between ATU and the Client and/or the Entity (including, without limitation, as may relate to the payment of ATU's fees), the provisions 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 the Entity, ATU may send a record of such agreement in note form to the Client or the Entity as the case may be.

These Terms shall not be assignable by the Client and/or the Entity but may be assigned by ATU to an affiliated entity at any time without prior notice to the Client and/or the Entity, as the case may be.

ATU shall be entitled, in its sole discretion, to amend, alter, adapt, add or remove portions of these Terms from time to time and post notice of such amendment on its website making clear the date on which the changes to these Terms come into effect. The current version of these Terms is available at any time upon request. The Client's and/or the Entity's continued use of ATU's services following any changes to these Terms shall be deemed and constitute the Client's and/or Entity's acceptance of those changes and the Client and/or the Entity acknowledges and agrees to be bound by the current version of these Terms at all times and unless stated in the current version of these Terms all previous versions shall be superseded by the current version.

If any provision of these Terms shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect. If any provision of these Terms is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

All complaints arising from or in connection with the provision of the Services should be addressed in the first instance to the ATU personnel responsible for the provision of the Services by ATU. If the matter is not resolved to the satisfaction of the Client and/or the Entity, the Client and/or the Entity may file a formal complaint in writing addressed to the Complaints Officer of ATU.

16. PROPER LAW AND JURISDICTION

These Terms and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to them or their formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the BVI.

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The parties irrevocably agree that the courts of the BVI shall have exclusive jurisdiction to hear and determine any claim, suit, action or proceeding and to settle any disputes which may arise out of or are in any way related to or in connection with these Terms, and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

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