

条款与细则

直接或间接要求 Overseas Company Services Limited (「OCS」) 为其提供相关服务，并且 OCS 已同意根据这些条款向其提供此类服务的公司（下称「公司」）；

OCS 及其不时的附属公司和联属公司（统称「服务提供者」）。

鉴于：

公司已要求服务提供者提供服务，而服务提供者已同意根据此处所列的条款与细则提供这些服务。

现同意如下：

1. 任命

公司特此任命服务提供者提供服务，而服务提供者特此同意提供发票中列明的服务，服务详情载于附表中（下称「服务」），并须遵守以下条款与细则。

2. 释义

在本条款中（如文意所示）：

- 2.1. 凡指单一人士亦指多于一人，而凡指个人亦指公司或其他法人。
- 2.2. 任何一方根据本条款作出的承诺应确保另一方的继承人、执行人、管理人、继任者及受让人权益。此类承诺应对承诺人的继承人、执行人、管理人、继任者及受让人具约束力。
- 2.3. 本条款内之标题仅供参考，并不构成条款的一部分。
- 2.4. 「包括」、「包含」及含意相近之字词应视为尾随有「及不限于」字词。
- 2.5. 对任何法规或条例的提述应指该法规或条例不时或有的修订、修改或重述。
- 2.6. 「生效日」指就服务缴费结算的日期。

3. 服务提供者的职责

- 3.1. 就公司依据本条款第 6 条支付的费用，服务提供者应根据本条款的条款向公司提供服务。
- 3.2. 除上述内容外，服务提供者应尽其所能确保公司遵从与提供服务有关的所有责任，这些责任可能由不时修订、修改或重述的当地法律（下称「法律」）规定。
- 3.3. 在向公司提供服务时，服务提供者应在遵守本条款第 3.4 条和第 3.5 条的前提下，在任何时候都遵从公司就服务提出的任何和所有指示、请求、指引和通知（统称「指示」）。
- 3.4. 尽管有上述规定，服务提供者在以下情况下有权拒绝遵从任何指示（并且毋须对后果负责）：
 - 3.4.1. 遵从指示会（服务提供者的决定在此方面是最终的）：

- 3.4.1.1. 导致服务提供者或公司（或双方的任何董事、人员或雇员）涉及或可能涉及触犯法律或任何其他司法管辖区法律的刑事罪行；及 / 或

- 3.4.1.2. 构成或可能构成服务提供者或公司（或双方的任何董事、人员或雇员）违反其于法律或其他司法管辖区法律所定的一般职责；及 / 或
- 3.4.1.3. 导致或可能导致服务提供者（或其任何董事、人员或雇员）根据法律或于公司所在或有业务利益的任何其他司法管辖区法律，承担任何个人法律责任；及 / 或
- 3.4.1.4. 导致服务提供者或其任何董事、人员或雇员蒙受任何罚款或罚金；
- 3.4.2. 服务提供者未有获得按照下文第 4.5 条规定所需的所有客户尽职审查资料。
- 3.5. 如有任何费用（如下文定义）未付清，服务提供者亦有权拒绝遵从任何指示，且无需提供服务（并且毋须对后果负责）。
- 3.6. 如公司未能及时提供服务提供者履行其本文内责任所需的适当授权、指示、批准、资料 and 文件，服务提供者毋须就结果负责。
- 3.7. 服务提供者可依照任何据称由公司董事或人员，或其他公司正式授权（或服务提供者有合理理由相信已获公司授权）的人士给予的任何指示、批准或授权。

4. 公司的职责

- 4.1. 公司承诺将向服务提供者提供公司董事会及 / 或股东的所有决议和会议记录副本、与公司发行股份相关的发行材料（不论如何叙述）、股东和董事会议通知（包括委员会和类别股东会议）、董事或人员的辞职信、股份转让表格及任何取消转让表格、股份证书、授权一人或多人代表公司行事的授权书或其他文件（不论如何叙述）、公司就其任何财产构成抵押、押记或其他抵押权益（不论如何叙述）签立的任何文件（副本非正本）、公司相关的财务报表，并且公司将随时且及时地提供所有必要的指示、资料、记录或文件（按服务提供者的判断），以便服务提供者：
 - 4.1.1. 遵从任何法律要求（如下文定义）或任何客户尽职审查要求（如下文定义）；及
 - 4.1.2. 提供服务。
- 4.2. 公司应根据服务提供者不时的要求，及时提供以下资料：
 - 4.2.1. 公司业务性质和资金来源的书面说明；
 - 4.2.2. 足以令服务提供者信纳的证据及参考资料，证明（1）每位持有公司百分之十（新加坡公司则为百分之二十五）或以上利益、或对公司资产有主要控制权的股东及主要受益人；（2）公司董事；及（3）任何服务提供者可能会根据其指示行事的人士的身份；及
 - 4.2.3. 任何服务提供者或不时合理要求就公司、其董事、股东或活动提供的其他资料 and 文件。
- 4.3. 公司应为服务提供者的利益采取一切合理措施，确保所有流经公司的资金和其他资金并不代表任何非法活动的收益，及公司不参与任何非法活动。

- 4.4. 公司应合理努力确保公司在业务运营中不违反任何法律或条例，并确保公司业务不违反任何其他司法管辖区的适用法律。公司承诺将及时向服务提供者通报其业务和其他活动的所有重大发展。
- 4.5. 公司应按服务提供者不时要求，提供所有资料及文件（「**客户尽职审查**」），以符合所有法定和其他有关反洗钱及识别其客户身份的要求（视乎及包括服务提供者的任何政策要求）（统称「**客户尽职审查要求**」）。

5. 资料的披露及保存

- 5.1. 公司知悉并接受服务提供者 (i) 需要向相关地方当局就公司进行特定申报和披露；(ii) 可能不时需向当局（如下文定义）及其他监管部门作出披露及 / 或提供特定的公司相关文件（统称「**所需资料**」）。当当局要求提供所需资料时：
- 5.1.1. 如服务提供者持有所需资料，公司特此无条件且不可撤销地授权服务提供者将所需资料交付当局及 / 或相关当局，而无需再知会公司。除非被禁止，否则服务提供者应就此要求立即通知公司，并向公司提供已提供或将提供给当局的所需资料详情；
- 5.1.2. 如服务提供者未持有所需资料，公司承诺将在合理时间内向服务提供者提供当局要求的所需资料，且交付服务提供者后，公司特此无条件且不可撤销地授权服务提供者将所需资料交付当局及 / 或任何相关当局，而无需再知会公司或受益人。
- 5.2. 如服务提供者需按任何适用法律向任何相关政府机构或其他授权代理披露保密资料，服务提供者或未能就此类披露通知公司，及可能需在未有通知公司因由下暂停提供服务一段时间。在此情况，服务提供者及其任何关联公司对因此类披露及 / 或暂停服务而产生的任何损失或支出概不负责。
- 5.3. 公司另知悉并接受服务提供者于本条款终止后保存与公司有关的文件和资料，至少保存至其运营地法律要求的最短期限。服务提供者保留自行决定在此处指定的文件保存期满后，销毁与公司有关的文件和资料的权利。
- 5.4. 服务提供者另知悉并接受服务提供者或会在其关联公司于海外地区维护的电脑系统上储存公司个人资料和相关尽职审查资料，而公司特此同意提供及 / 或存储此类资料，并同意此举不违反服务提供者运营地的资料隐私法律。

6. 费用及支出

- 6.1. 就服务提供者向公司提供的服务，公司应向服务提供者支付或促使支付费用（如下文定义）。服务提供者保留随时更改费用的权利，而公司无条件同意无需就此事先作出通知。

「费用」应指及包括：

- 6.1.1. 服务提供者将提前约两（2）个月发出的年度续牌费或公司秘书服务费（如为新加坡公司）发票，费用不时调整。
- 6.1.2. 服务提供者不时为公司提供服务而进行任何额外工作的发票，发票会在提供任何服务前发出；

服务提供者亦可自行决定要求公司支付所有服务提供者为遵从并及确保公司遵从法律或任何当地当局及监管机构（「当局」）或任何法院就公司资料或文件制作（包括公司账目或任何主要或分支的股东登记册）发出的通知、命令或其他通信（「要求」），所产生的所有收费、费用、及支出（包括适用的罚款和利息）。

- 6.2. 公司应在发票日期起五十（50）天内，或任何有关当局规定的缴费期限前（以较早者为准）支付此类费用，否则服务提供者有权向公司发出催款发票。
- 6.3. 如公司未能向服务提供者支付或促使支付根据本条款应缴的所有费用全额，服务提供者有权按以下优先顺序使用其收到的任何部分费用：首先缴清任何待付费用；之后且仅在所有此类款项全额缴清后，服务提供者可使用任何余额支付任何法定费用，**前提是**服务提供者毋须就公司未能按时支付或促使支付此类费用而被征收的任何罚款或罚金负责。
- 6.4. 所有费用应在发票日期起五十（50）天内支付，服务提供者保留因未付款而收取罚款（利息及 / 或行政费）的权利。
- 6.5. 如未有向服务提供者支付全部或部分应付的费用，服务提供者将对公司的账簿和记录（以及所有存于服务提供者办公室，属于公司的其他文件和物品）享有留置权，并有权保存至所有应付费用已缴清为止。此外，如果公司变更其注册办公室且服务提供者需停止为公司或就公司行动，公司或需支付转出费用（不时修订），而服务提供者有权对代公司或就公司保存的所有文件和资产，保留上述留置权，直至最终发票的全额已缴清为止。

7. 责任、赔偿与授权

- 7.1. 除非由服务提供者或其任何董事、人员、雇员或代理（视情况而定）在履行本条款之责任时的重大疏忽、欺诈或故意违约所引起，否则就公司因任何原因在什么时候蒙受或承担的任何损害、损失、罚款、索赔、诉讼、要求、责任、成本或费用，服务提供者概不负责。
- 7.2. 除非以下是因服务提供者或其任何董事、人员、雇员或代理在该履行或未履行职责时出现重大疏忽、欺诈或故意违约所引致，否则公司应就或因本条款或服务提供者履行或未履行本条款所列责任而可能引致的任何损害、损失、罚款、索赔、诉讼、要求、责任、成本或费用的损害，向服务提供者及其每位前任或现任董事、人员、雇员和代理作出赔偿，并免其于承担责任，而此赔偿条款明确适用于保障服务提供者任何现有或未来的董事、人员、雇员或代理，以及本条款下服务提供者任何继任者的利益。
- 7.3. 本条款所指的欺诈或故意违约是指法院就相关方行为作出的此类裁决。在本条款中，「重大疏忽」指故意或鲁莽地未有行使应有的谨慎（即故意不做本应做的事，或在做本应做的事时故意以不同方式做，或根本故意不做）。
- 7.4. 除非董事会通过有效决议另行修改（其经认证副本应交付给服务提供者），否则服务提供者有权假设公司任何行为、契约、文件、事项或事物的批准和授权，已由公司的任何董事或人员或任何被公司正式授权（或服务提供者有合理理由相信已被公司正式授权）的人士以口头或书面方式、通过电话、传真或电邮作出通知。

8. 政府费用和申报

公司知悉并同意，未能遵从上文第 4 条的责任可能导致公司（及 / 或其董事）因迟延申报而蒙受罚款。服务提供者的一般责任描述附录于附件 1。就公司因未能遵从其在此条款下的责任而可能承担的任何迟缴费用或迟申报罚款，包括因收到的电汇资料不足、未收到电汇通知或任何支付的邮政延误，服务提供者概不负责。

9. 不违反法律

各方同意，他们将共同合理努力确保公司业务运营不违反任何法律或条例，并且公司同意合理努力确保其业务不违反任何其他司法管辖区的适用法律，并会及时向服务提供者通报其业务和其他活动的所有重大发展。

10. 保密

除非公司另有指示，服务提供者将保守有关公司业务、财务状况或事务的所有文件、材料和其他资讯的机密，且未经公司事先同意，不得披露上述任何资料，除非服务提供者真诚地认为有必要披露以遵从任何适用法律或任何适用的指令或要求（无论是否具有法律效力，但如无法律效力，则遵从所涉及人士的一般惯例）。服务提供者保留权利，可在全球任何地方聘请其全权自行酌情认为遵从适用法律和条例责任所需的代理人。

作为服务提供者正常业务运营的一部分，任何根据本条款收到的资料或会以电子形式保存在香港以外的安全伺服器内（「资料」）。服务提供者将根据相关资料保护法律保存收到的任何资料，且在正常业务过程中不会提供予服务提供者外的任何人士。通过进入本条款，公司知悉并同意资料可用于此目的。

11. 资料隐私政策

公司特此知悉、理解并同意遵守可于网站 www.ocsnt.com 阅览的隐私政策。

12. 服务终止和退款安排

12.1. 本条款将持续有效，直至公司未能支付下一年度的年度续牌费，或服务提供者因内部合规政策原因单方面决定终止本条款为止。

12.2. 如公司在过程中因任何原因希望终止服务，已支付的费用将不予退还。

12.3. 如服务提供者因任何原因无法提供或完成服务，已支付的费用将在不含利息的情况下退还，且已达成的协议将被取消，不予赔偿。

12.4. 如服务提供者在内部尽职调查过程中发现公司存在不合规问题，已支付的费用将在扣除手续费后不含利息退还予公司。

13. 非独有性

按本条款其他地方包含的服务提供者保密责任，公司知悉并同意，本条款不得阻止服务提供者代表其他公司或个人履行行政和秘书职能。

14. 转让

本条款不得由公司转让。服务提供者可随时在未有事先通知公司下将本条款转让给附属实体，或提前 30 天向公司作出书面通知后，转让给第三方服务提供者。

15. 通知

根据本条款需给予的通知应通过亲手递交、邮寄（如以海外邮寄，则使用预付空邮）、传真或电邮方式发送，详情如下：

- (a) 就公司而言，发送至服务提供者记录在案的联系方式；及
- (b) 就服务提供者而言，发送至服务提供者网站上显示、不时更新的联系方式

此类通知若以亲手递交或快递发出，应视为在递交当日正式给予并收到；若通过传真或电邮发送，则应视为在随后的第一个工作日正式给予并收到。

16. 适用法律

本条款应受与服务相关的法律管辖，并依此法律构成，该法律应为解决本条款有关任何事项的专属管辖权。

为免生疑问，监管机构包括但不限于以下：

中国香港	信托及公司服务提供者注册办事处 (TCSP) 香港九龙湾宏远街 1 号「一号九龙」12 楼 1208 室
英属维京群岛	Financial Services Commission (FSC) 18 Palsea Estate Road, Road Town, TORTOLA, VG1110, British Virgin Islands
开曼群岛	Cayman Islands Monetary Authority (CIMA) SIX, Cricket Square, Elgin Avenue, Grand Cayman
塞舌尔	Financial Services Authority (FSA) PO Box 991, Bois De Rose Avenue, Victoria, Mahe, Seychelles
萨摩亚	Samoa International Finance Authority (SIFA) Level 6, Development Bank of Samoa Building, P.O. Box 3265, Apia, Samoa
新加坡	Accounting and Corporate Regulatory Authority (ACRA) ACRA Corporate Office, #03-02, Revenue House, 55 Newton Road, Singapore 307987
英国	Companies House (CH) Companies House, Crown Way, Cardiff, CF14 3UZ, DX 33050 Cardiff, United Kingdom
美国德拉瓦州	Division of Corporations Division of Corporations, John G. Townsend Bldg., 401 Federal Street, – Suite 4, Dover, DE 19901

17. 不可抗力

服务提供者毋须对因超出其合理控制范围的不可抗力（包括天灾、地震、火灾、洪水、飓风、战争、军事干扰、破坏活动、恐怖主义、流行病、暴动、中断、设施、电脑（硬件或软件）或通信服务的丧失或故障、事故、劳资纠纷、任何民事或军事当局或政府行动）导致未能或延迟提供服务承担任何责任，但服务提供者应尽最大努力在合理可能的情况下尽快恢复服务。

18. 完整协议

本条款构成双方之间的完整协定，任何一方均不应依赖或视对方的任何其他陈述或声明为关键。

19. 非合伙关系

本条款的任何内容均不得解释为创造双方之间的合伙或合资关系。

20. 利益冲突

如有任何利益冲突，应按照操作手册中规定的政策处理。

21. 翻译

本条款以英文及中文编写。如英文版与中文版之间存在任何不一致、差异或冲突，应以英文版为准，并视为最终和控制性文件。在解释本文中的任何条款、细则、责任或条文时，应以英文版为参考依据。

A 部份 – 中国香港相关服务

注册办公室服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序¹：
 - (1) 向政府提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权²。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 商业登记证
 - (3) 全套注册文件
 - (4) 开户会议记录
 - (5) 鉴证本文件
 - (6) 公司股票 10 张
 - (7) 公司组织章程大纲及细则正本 10 本
 - (8) 质量及责任保证书
 - (9) 公司文本及会议记录盒 1 个
 - (10) 原子章 3 个

¹ 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

² 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 周年申报表
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮周年申报表给公司。

更改董事 / 股份转让服务

- (a) 核实公司提供的文件³；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报⁴；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续⁵：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，政府保留最终批准权⁶。

³ 转让方和受让方在转让文件上的签名必须真实和有效。

⁴ OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

⁵ 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

⁶ 注销期间，公司应向当地政府提交商业登记证续期费。如欲免除下一年度的商业登记证续期费，公司应至少在续期日前一个月向当地政府提交申请。

B 部份 – 英属维尔京群岛相关服务

注册办公室服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序⁷：
 - (1) 向当地注册代理提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权⁸。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 全套注册文件
 - (3) 首任董事委任书
 - (4) 开户会议记录
 - (5) 会计师鉴证本文件
 - (6) 公司股票 10 张
 - (7) 公司组织章程大纲及细则正本 1 本
 - (8) 公司组织章程大纲及细则副本 5 本
 - (9) 公司现况证明书
 - (10) 质量及责任保证书
 - (11) 公司文本及会议记录盒 1 个
 - (12) 金属钢印 1 个
 - (13) 原子章 3 个

⁷ 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

⁸ 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费⁹。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 付款证明书
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮付款证明书给公司。

更改董事 / 股份转让服务

- (a) 核实公司提供的文件¹⁰；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报¹¹；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续¹²：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向海外公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，跟进撤销注册进度，政府保留最终批准权¹³。

有关 BVI 合资格中介人的详细条款请参阅 Schedule 1。

⁹ 如公司曾增加注册股数，将收取额外费用。

¹⁰ 转让方和受让方在转让文件上的签名必须真实和有效。

¹¹ OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

¹² 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

¹³ 注销期间，公司应向当地政府提交续牌费。如欲免除下一年度的续牌费，公司应在续牌日前三个月向当地政府提交申请。

C 部份 – 开曼群岛相关服务

注册办公室服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序¹⁴：
 - (1) 向当地注册代理提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权¹⁵。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 全套注册文件
 - (3) 股东委任首任董事决议
 - (4) 转股文件
 - (5) 开户会议记录
 - (6) 会计师鉴证本文件
 - (7) 公司股票 10 张
 - (8) 公司组织章程大纲及细则正本 5 本
 - (9) 公司现况证明书
 - (10) 质量及责任保证书
 - (11) 公司文本及会议记录盒 1 个
 - (12) 原子章 3 个

¹⁴ 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

¹⁵ 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费¹⁶。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 付款证明书
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮付款证明书给公司。

更改董事 / 股份转让服务

- (a) 核实公司提供的文件¹⁷；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报¹⁸；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续¹⁹：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向海外公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，政府保留最终批准权²⁰。

¹⁶ 如公司曾增加注册股数，将收取额外费用。

¹⁷ 转让方和受让方在转让文件上的签名必须真实和有效。

¹⁸ OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

¹⁹ 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

²⁰ 注销期间，公司应向当地政府提交续牌费。如欲免除下一年度的续牌费，公司应在续牌日前三个月向当地政府提交申请。

D 部份 – 萨摩亚相关服务

注册办公室服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序²¹：
 - (1) 向当地注册代理提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权²²。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 全套注册文件
 - (3) 股东委任首任董事决议
 - (4) 注册地址通知书
 - (5) 转股文件
 - (6) 公司名称翻译公证证明书（只适用中英文公司名称）
 - (7) 开户会议记录
 - (8) 会计师鉴证本文件
 - (9) 公司股票 10 张
 - (10) 公司组织章程大纲及细则正本 1 本
 - (11) 公司组织章程大纲及细则副本 5 本
 - (12) 公司现况证明书
 - (13) 质量及责任保证书
 - (14) 公司文本及会议记录盒 1 个
 - (15) 原子章 3 个

²¹ 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

²² 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费²³。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 付款证明书
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮付款证明书给公司。

更改董事 / 股份转让服务

- (a) 核实公司提供的文件²⁴；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报²⁵；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续²⁶：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向海外公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，政府保留最终批准权²⁷。

²³ 如公司曾增加注册股数，将收取额外费用。

²⁴ 转让方和受让方在转让文件上的签名必须真实和有效。

²⁵ OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

²⁶ 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

²⁷ 注销期间，公司应向当地政府提交续牌费。如欲免除下一年度的续牌费，公司应在续牌日前三个月向当地政府提交申请。

E 部份 – 塞舌尔相关服务

注册办公室服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序²⁸：
 - (1) 向当地注册代理提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权²⁹。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 全套注册文件
 - (3) 首任董事委任书
 - (4) 开户会议记录
 - (5) 会计师鉴证本文件
 - (6) 公司股票 10 张
 - (7) 公司组织章程大纲及细则正本 1 本
 - (8) 公司组织章程大纲及细则副本 5 本
 - (9) 公司现况证明书
 - (10) 质量及责任保证书
 - (11) 公司文本及会议记录盒 1 个
 - (12) 原子章 3 个

²⁸ 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

²⁹ 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费³⁰。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 付款证明书
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮付款证明书给公司。

更改董事 / 股份转让服务

- (a) 核实公司提供的文件³¹；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报³²；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续³³：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向海外公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，政府保留最终批准权³⁴。

³⁰ 如公司曾增加注册股数，将收取额外费用。

³¹ 转让方和受让方在转让文件上的签名必须真实和有效。

³² OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

³³ 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

³⁴ 注销期间，公司应向当地政府提交续牌费。如欲免除下一年度的续牌费，公司应在续牌日前三个月向当地政府提交申请。

F 部份 – 美国德拉瓦州相关服务

注册办公室服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序³⁵：
 - (1) 向当地注册代理提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权³⁶。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 全套注册文件
 - (3) 开户会议记录
 - (4) 会计师鉴证本文件
 - (5) 公司股票 10 张
 - (6) 公司组织章程大纲及细则正本 1 本
 - (7) 公司组织章程大纲及细则副本 5 本
 - (8) 质量及责任保证书
 - (9) 公司文本及会议记录盒 1 个
 - (10) 原子章 3 个

³⁵ 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

³⁶ 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费³⁷。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 付款证明书
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮付款证明书给公司。

更改董事 / 股份转让服务

- (a) 核实公司提供的文件³⁸；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报³⁹；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续⁴⁰：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向海外公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，政府保留最终批准权⁴¹。

³⁷ 如公司曾增加注册股数，将收取额外费用。

³⁸ 转让方和受让方在转让文件上的签名必须真实和有效。

³⁹ OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

⁴⁰ 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

⁴¹ 注销期间，公司应向当地政府提交续牌费。如欲免除下一年度的续牌费，公司应在续牌日前三个月向当地政府提交申请。

G 部份 – 英国相关服务

注册办公室服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序⁴²：
 - (1) 向当地注册代理提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权⁴³。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 全套注册文件
 - (3) 开户会议记录
 - (4) 会计师鉴证本文件
 - (5) 公司股票 10 张
 - (6) 公司组织章程大纲及细则正本 1 本
 - (7) 公司组织章程大纲及细则副本 5 本
 - (8) 质量及责任保证书
 - (9) 公司文本及会议记录盒 1 个
 - (10) 原子章 3 个

⁴² 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

⁴³ 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费⁴⁴。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 付款证明书
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮付款证明书给公司。

更改董事 / 股份转让服务

- (a) 核实公司提供的文件⁴⁵；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报⁴⁶；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续⁴⁷：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向海外公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，政府保留最终批准权⁴⁸。

⁴⁴ 如公司曾增加注册股数，将收取额外费用。

⁴⁵ 转让方和受让方在转让文件上的签名必须真实和有效。

⁴⁶ OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

⁴⁷ 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

⁴⁸ 注销期间，公司应向当地政府提交续牌费。如欲免除下一年度的续牌费，公司应在续牌日前三个月向当地政府提交申请。

H 部份 – 新加坡相关服务

公司秘书服务

- (a) 在服务提供者的办公室提供并维持公司的注册办公室；
- (b) 保存公司的会议记录簿、法定登记册及其他公司记录（不包括会计记录），并根据法律向监管机构（「注册处」）提交所有必要的申报；
- (c) 代表公司按法律签署并提交周年申报表予注册处，而无需公司的进一步授权；
- (d) 尽合理努力通知公司所有维持其良好运营状态所需的事项；及
- (e) 提供公司和服务提供者不时书面商定的其他附加服务。

公司注册服务

- (a) 在收到公司所有所需文件后，开始以下注册程序⁴⁹：
 - (1) 向当地注册代理提交注册文件；及
 - (2) 跟进注册进展，而政府保留最终批准权⁵⁰。
- (b) 注册完成后提供以下文件和公司文本及会议记录盒，其中包括但不限于：
 - (1) 公司注册证书
 - (2) 全套注册文件
 - (3) 首任董事委任书及会议记录
 - (4) 开户会议记录
 - (5) 公司秘书鉴证本文件
 - (6) 公司股票 10 张
 - (7) 公司宪法 5 本
 - (8) 公司现况证明书
 - (9) 质量及责任保证书
 - (10) 公司文本及会议记录盒 1 个
 - (11) 原子章 3 个

⁴⁹ 按政府要求，公司提交申请时需附有成员的有效身份证明和地址副本。

⁵⁰ 公司明白，如公司名称与著名/有品牌公司过于相似，或会引起相关公司及政府部门的争议或作出诉讼。

续牌服务

- (a) 提供以下公司年度续牌服务，其中包括但不限于：
 - (1) 于指定时间内提交续牌申请；及
 - (2) 缴付牌照费⁵¹。
- (b) 完成续牌后，向公司发送以下文件副本：
 - (1) 付款证明书
- (c) 通过以下方法通知公司已完成续牌：
 - (1) 电话、短讯或电邮
 - (2) 按公司要求，电邮付款证明书给公司。

委任董事服务

- (a) 出任公司委任董事以符合当地董事之要求⁵²

更改董事 / 股份转让服务

- (a) 核实公司提供的文件⁵³；
- (b) 如无法亲临 OCS 服务点签署文件，自行酌情决定联系转让方和受让方，以确认股份转让事宜的真实性。如涉及方未能确认此类事宜或无法联系，股份转让服务将终止办理；
- (c) 在核实公司提供的文件后，向政府提交所有文件以作申报⁵⁴；及
- (d) 完成股份转让后，向转让方和受让方发还副本。

撤销注册服务

- (a) 收到已签署的所有所需文件后，即展开以下撤销注册手续⁵⁵：
 - (1) 向相关政府部门提交撤销注册文件；
 - (2) 在获得批准后，接收政府指示刊登注销公告；
 - (3) 刊登公告后，向海外公司注册处提交文件。如果在通知期间未收到反对撤销注册，政府将进行最终审批阶段；及
 - (4) 跟进撤销注册进度，政府保留最终批准权⁵⁶。

⁵¹ 如公司曾增加注册股数，将收取额外费用。

⁵² 公司全权授权 OCS 使用委任董事保证金，以抵销任何于 OCS 提供相关服务期间产生、到期并应由委任董事缴付的费用及支出。OCS 会于服务到期或终止后，在其认为可行的时间退还已扣除所有费用及支出的委任董事保证金（不含利息）。

⁵³ 转让方和受让方在转让文件上的签名必须真实和有效。

⁵⁴ OCS 或其相关公司对股份转让过程中产生的任何转让方 / 受让方争议概不负责。

⁵⁵ 公司有责任确认公司所有股东均同意注销公司，且公司在提交注销申请前没有未清偿的债务。公司应在注销程序开始前结清债务（如有）并向当地政府申报备案。公司的银行帐户应在申请前关闭，因为在海外公司注册处宣布公司解散后，公司名下的任何财产（包括公司银行帐户中的结余）将被冻结。

⁵⁶ 注销期间，公司应向当地政府提交续牌费。如欲免除下一年度的续牌费，公司应在续牌日前三个月向当地政府提交申请。

SCHEDULE 1

1 INTERPRETATION

- 1.1 These terms and conditions (these *Terms*) set out the entire agreement between OCS and the Serviced Entity for the provision of registered agent and registered office services as described in Annex 1 (in the case of a Serviced Entity that is a Company) and Annex 2 (in the case of a Serviced Entity that is a Partnership). In these Terms the following words shall have the following meanings:

AML BO the natural person(s) who ultimately owns or controls the Serviced Entity or on whose behalf a transaction or activity is being conducted and includes, though not restricted to, a natural person who ultimately owns or controls, whether directly or indirectly, ten per cent or more of the shares or voting rights (in the case of a Company) or ten per cent or more share of the capital or profits or voting right (in the case of a Partnership).

Articles refers to either the memorandum and articles of association of a Company or in the case of a Partnership to the articles, memorandum or partnership agreement of the Partnership, as in effect from time to time.

Beneficial Owner has the same meaning as in the Beneficial Ownership Legislation.

Beneficial Ownership Legislation refers to the LP Act and the Companies Act together with all subsidiary legislation and guidance notes thereto.

BO Register refers to the Register of Beneficial Ownership maintained by the Registrar under Section 230(1)(d) of the Companies Act.

Business Day any day which is not a Saturday, Sunday or a public holiday in the British Virgin Islands on which banks are open for non-automated business.

Companies Act the BVI Business Companies Act, 2004 (as amended from time to time).

Company the company which has requested directly or indirectly, that OCS provide it with registered agent and registered office services and which OCS has agreed to do under these Terms.

Data Protection Law the applicable Law of any jurisdiction from time to time relating to the protection of Personal Data, including but not limited to (i) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (ii) the General Data Protection Regulation 2016/679; (iii) the UK Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments)(EU Exit) Regulations 2019; (iv) the Data Protection Act (as Revised of the British Virgin Islands); (v) the Data Protection Act (As Revised of the Cayman Islands), and (vi) any other law, regulation or rule or binding instrument which relates to data protection, privacy or the processing of Personal Data, occurring under or in connection with this Agreement).

Directors the directors of the Company from time to time.

Effective Date the date of formation of the Serviced Entity or the date on which OCS began providing registered agent and registered office services to the Serviced Entity, if later.

Electronic Record has the same meaning as in the Electronic Transactions Act.

Electronic Transaction Act the Electronic Transactions Act, 2001.

FAR the Financial Annual Return required in the British Virgin Islands to be filed within 9 months of the end of the Company's financial year.

FS Regulations the Financial Services (Exemptions) Regulations, 2007.

FSC the Financial Services Commission of the British Virgin Islands.

General Partner a general partner (as defined in the LP Act) from time to time of a Partnership.

OCS means Overseas Company Services Limited and any of its subsidiaries from time to time whose principal office is at Unit 8, 3/F., Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, VG1110, British Virgin Islands.

Law includes rules of common law and equity as well as any statute or statutory provision which revises, amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, rules, regulations, instruments or other subordinate legislation made under it, or made by applicable authority.

Limited Partner a limited partner (as defined in the LP Act) from time to time of a Partnership

LP Act the Limited Partnership Act, 2017 (as amended from time to time)

Members the members from time to time of the Company.

Officers the officers from time to time of the Company.

Partner any General Partner or Limited Partner and **Partners** collectively each Limited Partner and General Partner.

Partnership the partnership which has requested directly or indirectly, that OCS provide it with registered agent and registered office services and which OCS has agreed to do under these Terms.

PEP a politically exposed person or an individual who is or has been entrusted with prominent public functions and members of his immediate family, or persons who are known to be close associates of such individuals.

Personal Data personal information relating to an identified or identifiable living individual as defined in applicable Data Protection Law which is disclosed or made available to OCS by or on behalf of the Serviced Entity in connection with the provision of registered office services.

Principals refers to the directors, members and officers of a Company or in the case of a Partnership, to its Partners

Privacy Policy the OCS Privacy Policy (as amended from time to time) and available at https://www.ocsnt.com/images/privacy%20policy_sc.pdf.

Registrar the Registrar of Corporate Affairs in the British Virgin Islands.

Relevant Act refers to the Companies Act 2004 (as amended) in the case of a Company or to the Limited Partnership Act 2017 (as amended) in the case of a Partnership

Trust Documents the documents referred to in paragraph 3.1(a)(x) of the sections entitled Documents and Information to be Supplied to OCS;

Serviced Entity refers to either the Company or Partnership which has requested directly or indirectly, that OCS provide it with registered agent and registered office services and which has OCS has agreed to do under these Terms;

Special Terms any special terms and conditions agreed in writing between the Serviced Entity and OCS (as approved by a duly authorised representative of OCS) and which are expressed to be Special Terms applying to the provision of registered agent and registered office services and related corporate administration services to one or more Serviced Entity.

Any Special Terms shall form part of these Terms. In the event of any conflict between these Terms and the Special Terms, the Special Terms shall prevail; and,

US CTA the United States Corporate Transparency Act 2021.

1.2 For the purpose of these Terms:

- (a) use of the singular includes the plural and the masculine gender shall include the feminine and the neuter and vice versa;
- (b) the headings in these Terms are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of these Terms;
- (c) written, in writing and maintain includes all modes of representing, reproducing or maintaining words in visible form, including in the form of an Electronic Record;
- (d) any requirement as to delivery under these Terms includes delivery in the form of an Electronic Record;
- (e) 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 APPOINTMENT OF OCS

2.1 With effect from the Effective Date, OCS shall act as the registered agent of the Serviced Entity and shall provide the registered office of the Serviced Entity at its address in the British Virgin Islands and shall perform the services set out in Annex 1 (in the case of a Company) or Annex 2 (in the case of a Partnership). The Serviced Entity's use of OCS's services shall be deemed and constitutes the Serviced Entity's acceptance of these Terms as amended from time to time, and consent to the processing of Personal Data as set out in these Terms, Addendum and Privacy Statement.

3 DOCUMENTS AND INFORMATION TO BE SUPPLIED TO OCS

3.1 In the case of a Company:

- (a) it shall promptly supply to OCS originals or copies (as the case may be) of the following:
 - (i) any offering material (howsoever called) issued to the public in connection with the shares or debt of the Company;
 - (ii) notices and minutes of Directors' and Members' meetings (including committee and class meetings) unless the Company has elected to keep such records at a place other than the office of its registered agent pursuant to the Companies Act;
 - (iii) written resolutions passed by the Directors or Members (including committee and class resolutions) unless the Company has elected to keep such records at a place other than the office of its registered agent pursuant to the Companies Act;
 - (iv) letters from each Director consenting to act as a Director;
 - (v) letters of resignation from the Directors or Officers;

- (vi) share transfer forms and cancelled share certificates unless the Company has elected to keep the register of members at a place other than at the office of its registered agent;
 - (vii) copies of all notices and other documents filed by or on behalf of the Company with any governmental or regulatory authority;
 - (viii) powers of attorney or other documents (howsoever called) conferring authority on one or more persons to act on behalf of the Company;
 - (ix) any documentation executed by the Company constituting a mortgage, charge or other security interest (howsoever called) over any of its property;
 - (x) in the case of a private trust company, the trust deed or other document creating or evidencing a trust and any deed or document varying the terms of the trust for each trust of which the Company acts as trustee and for any other relevant trust (as defined in the FS Regulations); and
 - (xi) in the case of a private trust company, written confirmation in a satisfactory form to OCS that the Company is complying with its obligations as a private trust company pursuant to the FS Regulations.
- (b) Where OCS maintains only a copy of the register of Members for a Company, the Company shall, within 15 days of any change in such register, notify OCS in writing of the change. If the place at which the original register of Members is kept changes, the Company shall provide OCS with the physical address of the new location of the register within 14 days of the change of location; and
- (c) Where OCS maintains only a copy of the register of Directors for a Company, the Company shall, within 15 days of any change in the register of Directors, notify OCS in writing of the change. If the place at which the original register of Directors is kept changes, the Company shall provide OCS with the physical address of the new location of the register within 14 days of the change of location.

3.2 In the case of a Partnership:

- (a) it shall promptly supply to OCS originals or copies (as the case may be) of the following:
- (i) the Articles and any amendments, additions, supplements or alterations effected from time to time;
 - (ii) where OCS has agreed to maintain the register of Partners, any subscription documentation or equivalent executed by the Limited Partners in relation to their admission to the Partnership;
 - (iii) any offering material (howsoever called) issued to the public in connection with partnership interests in the Partnership;
 - (iv) notices and minutes of Partners' meetings, unless the Partnership has elected to keep such records at a place other than the office of its registered agent;
 - (v) written resolutions passed by the Partners including the General Partner, unless the Partnership has elected to keep such records at a place other than the office of its registered agent;
 - (vi) copies of all notices and other documents filed by or on behalf of the Partnership with any governmental or regulatory authority;
 - (vii) any documentation relating to the withdrawal or addition of any Partner or to the assignment or transfer (whether absolute or by way of security) of any

interest in the Partnership; and

(viii) powers of attorney or other documents (howsoever called) entered into by a General Partner conferring authority on one or more persons to act on behalf of such General Partner in relation to the Partnership.

(b) it warrants and represents that the statements contained in the Articles are true, accurate, complete and not misleading in all respects and shall promptly notify OCS upon becoming aware that any such statement is or may become untrue, inaccurate, incomplete or misleading in any respect.

3.3 The Serviced Entity shall promptly notify OCS 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 its Principals or other authorised persons have actual notice or knowledge.

4 COMPLIANCE OBLIGATIONS

4.1 The Serviced Entity shall promptly supply or procure the supply to OCS of all such information, documents and instructions as requested by OCS from time to time in order to fulfil its obligations under all applicable laws and regulations relating to the prevention of money laundering, terrorism financing, financial crime or breaches of international sanctions or other laws and regulations applicable to the Serviced Entity or OCS including:

(a) an explanation in writing of the nature of the Serviced Entity's activities, an indication of actual and expected turnover and the source of funds;

(b) in the case of a Company, evidence satisfactory to OCS of the identity of (i) the Members; (ii) the Directors and Officers; (iii) the AML BOs; (iv) any person (or persons) granted a general authority or a power of attorney to conduct the affairs of the Company; and (v) any other person (or persons) on whose instructions OCS may act in relation to the Company;

(c) in the case of a Partnership, evidence satisfactory to OCS of the identity of (i) the General Partner; (ii) the Limited Partners; (iii) the AML BOs of the General Partner (where the General Partner is a corporate entity); (iv) the directors of the General Partner (where the General Partner is a corporate entity) (v) any person (or persons) granted a general authority or a power of attorney to conduct the affairs of the General Partner; and (vi) any other person (or persons) on whose instructions OCS may act in relation to the Partnership;

(d) prescribed particulars of persons identified as Beneficial Owners of the Serviced Entity under the Beneficial Ownership Legislation;

(e) the annual filing of its FAR in the case of a Serviced Entity that is a Company and not exempted under the Companies Act from the FAR requirement;

(f) having taken legal advice, confirmation it is either not subject to the US CTA or that it is subject to the US CTA and has completed all filings required pursuant to the US CTA; and

(g) such other information and documentation as OCS may from time to time reasonably require in relation to the Serviced Entity, its Principals, AML BOs, Beneficial Owners or activities including in relation to the steps taken under paragraph 4.2.

4.2 The Serviced Entity undertakes and warrants for the benefit of OCS:

(a) it will take all reasonable steps to satisfy itself that all monies paid to the Serviced Entity as equity and other funds passing through the Serviced Entity do not represent the proceeds of, and that it does not engage in, any unlawful activity;

- (b) the Serviced Entity complies and will comply with all laws in any jurisdiction which apply to it;
 - (c) that the Serviced Entity, its Principals and AML BOs will not use the Serviced Entity to handle, conceal or in any way utilise funds related to the proceeds of any criminal conduct including but not limited to tax fraud or evasion, money laundering, drug trafficking, terrorism or false accounting; and
 - (d) that the Serviced Entity, its Principals and AML BOs (in each case with respect to the affairs of the Serviced Entity and any income or gains that it produces) will be compliant with all of their respective tax reporting obligations and will make all tax returns and provide all reporting required to be made in any jurisdiction.
- 4.3 The Serviced Entity acknowledges that it is required to collect, keep and maintain adequate, accurate and up to date information on the Beneficial Owners of the Serviced Entity in accordance with the Beneficial Ownership Legislation. The Serviced Entity undertakes and warrants for the benefit of OCS that it shall:
- (a) Take all necessary steps to identify any person who is a Beneficial Owner of the Serviced Entity and notify OCS within 15 days of those persons being so identified; and
 - (b) notify OCS of any change in the prescribed particulars of the Serviced Entity's Beneficial Owners or of any change to the beneficial ownership information entered into the BO Register within 15 days of becoming aware of such change and the date such changes took place.
- 4.4 The Serviced Entity shall without delay notify OCS in writing if:
- (a) it knows or has reasonable cause to believe that any of the information provided to OCS about the AML BOs of the Serviced Entity has changed or that the manner in which such persons hold their interest in or control of the Serviced Entity has changed and provide details of any such changes to the satisfaction of OCS;
 - (b) it knows or has reasonable cause to believe that any Principal or AML BO of the Serviced Entity is or becomes a PEP; or
 - (c) it knows or has reasonable cause to believe that the Serviced Entity or any of its Principals or AML BO of the Serviced Entity is subject to or affected by applicable sanctions or other restrictions.
- 4.5 OCS may refuse to perform any or all of its obligations under these Terms if it determines that to do so would constitute a criminal or regulatory offence in the British Virgin Islands or would otherwise contravene a law of the British Virgin Islands or any other laws or regulations which apply to OCS or its directors, officers or employees. OCS will inform the Serviced Entity promptly of any decision to refuse to perform an obligation under these Terms made in accordance with this section unless prevented from doing so by applicable law.

5 TAX

- 5.1 The Serviced Entity has sole responsibility for the management of its tax and legal affairs including making any applicable filings and payments, complying with any applicable laws and regulations and fulfilling all reporting and declaration obligations in any jurisdiction. OCS does not provide legal or tax advice. OCS recommends that the Serviced Entity, its Principals and AML BOs obtain their own independent advice as to the fiscal consequences of incorporating and maintaining the Serviced Entity. Such advice should be updated on a regular basis especially if any circumstances change.

6 RECORD KEEPING OBLIGATIONS

- 6.1 The Serviced Entity shall keep records and underlying documentation of the Serviced Entity in such form as: (a) are sufficient to show and explain the Serviced Entity's transactions; and (b) will, at any time, enable the financial position of the Serviced Entity to be determined with reasonable accuracy, including accounts and records (such as invoices, contracts and similar documents) in relation to: (i) all sums of money received and expended by the Serviced Entity and the matters in respect of which the receipt and expenditure takes place; (ii) all sales and purchases of goods by the Serviced Entity; and (iii) the assets and liabilities of the Serviced Entity. The Serviced Entity shall provide OCS without delay any such records and underlying documentation on request and acknowledges that the FSC and other competent authorities in the British Virgin Islands acting pursuant to the exercise of a power under an enactment may direct that OCS request any such records or underlying documentation from the Serviced Entity.
- 6.2 The Serviced 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 Serviced 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 Serviced Entity and one or more persons with whom the Serviced Entity engages in business, whether on a one-off, regular or habitual basis.
- 6.3 The records of the Serviced Entity required to be kept under the Relevant Act shall be kept: (a) in written form; or (b) either wholly or partly as electronic records complying with the requirement of the Electronic Transactions Act. Where any such records or underlying documentation are kept at a place other than at the office of OCS, the Serviced Entity shall provide OCS with a written record of the physical address of the place or places at which the records and underlying documentation are kept including the name of the person who maintains and controls the Serviced Entity's records and underlying documentation. Where any of the places at which the records and underlying documentation are kept or the name of the person who maintains and controls the Serviced Entity's records and underlying documentation change, the Serviced Entity shall provide OCS with the physical address of the new location of the records or the name of the new person within fourteen (14) days of the change.
- 6.4 The Serviced Entity shall promptly inform OCS of any corporate action, changes to the Principals or AML BOs, changes to the constitutional documents or agreements or the creation of any charge, mortgage or other security interests over its assets or property and shall promptly supply to OCS all such information and documents in connection therewith as may be requested by OCS from time to time in order to assist the Serviced Entity and OCS in complying with their respective obligations under the laws of the British Virgin Islands.

7 RELIANCE ON INSTRUCTIONS

- 7.1 In performing its duties, OCS may rely upon any written instructions given, by (i) a Director, Officer, General Partner or liquidator of the Serviced Entity as the case may be; (ii) any agent identified in writing by a Director, Officer, General Partner or liquidator of the Serviced Entity (as the case may be) as able to give written instruction (including, for the avoidance of doubt, one appointed under a security document).

8 FEES AND DISBURSEMENTS

- 8.1 All fees paid to OCS are non-refundable, except on dispute after the review of a complaint case on a case-by-case basis.
- 8.2 For any transfer-out Company, OCS shall be entitled to receive an exit fee associated with the administrative cost of OCS in which the Company will be provided with an invoice for a quote.

- 8.3 OCS shall not be responsible for any penalties for which the Serviced Entity may be liable as a result of delayed or failed payment by or on behalf of the Serviced Entity howsoever caused including by way of electronic funds transfers received with insufficient details or non-receipt of transfer advices.

9 COMMUNICATION

- 9.1 OCS will use various forms of electronic communication in the course of performing its functions. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. OCS uses virus scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. OCS also expects the Serviced Entity to operate such software. However, electronic communication is not totally secure and the Serviced Entity agrees that OCS shall not be held responsible or liable whatsoever for any damage or loss caused by viruses or for communications which are corrupted or altered after dispatch. The Serviced Entity also agrees that in connection with electronic communication, OCS shall not be liable for any damage or loss caused as a result of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties especially in relation to Personal Data, commercially sensitive or confidential material. Any email communications to or from OCS may be monitored for operational or business reasons.

10 THIRD PARTY ENFORCEMENT ACTION

- 10.1 In the event of the appointment or purported appointment of any administrator, receiver, liquidator, administrative receiver, provisional liquidator or similar agent in relation to the Serviced Entity, or any attempt by any person to enforce a charge over shares (in the case of a Company) or interests (in the case of a Partnership) (an Appointment), the Serviced Entity agrees that OCS may in its absolute discretion: (i) at the Serviced Entity's expense obtain and rely on advice from a reputable qualified lawyer in any relevant jurisdiction as to the powers of such person; (ii) comply with any requirements or requests of such person which it reasonably believes to be binding on it; and (iii) exercise its right to rely on instructions of an agent appointed under a security document. OCS shall inform the Serviced Entity of any Appointment as soon as reasonably practicable after it becomes aware of such Appointment.

11 TERMINATION

- 11.1 OCS may terminate its appointment under these Terms by giving:
- (a) not less than 60 days' written notice to the Serviced Entity;
 - (b) not less than 30 days' written notice to the Serviced Entity if the Serviced Entity committed a breach of its obligations under these Terms and failed to make good such breach within the 30 days of notice;
 - (c) not less than 10 days' written notice to the Serviced Entity if there has been a change of AML BO/Beneficial Owner, Director or General Partner as the case may be;
 - (d) not less than 5 days' written notice to the Serviced Entity if the Serviced Entity is in material breach of any regulatory law applicable to it;
 - (e) written notice at any time to the Serviced Entity that the Serviced Entity is struck off the register as a result of failure to pay its annual fee to the Registrar;
 - (f) immediate written notice to the Serviced Entity if in its sole discretion OCS believes that:
 - (i) continuing to provide the services would or might assist in the furtherance of criminal or other unlawful activity;
 - (ii) continuing to provide the services would or might constitute a breach of any

applicable Law or otherwise be unlawful;

- (iii) continuing to provide the services does not fit within the risk strategy of OCS;
- (iv) the Serviced Entity, the AML BO or Beneficial Owner are subject to any international financial sanctions, or are designated as a person with whom OCS is prohibited from dealing;
- (v) in continuing to provide the services, it may suffer reputational damage or be prejudicial to the interests of OCS;
- (vi) the Serviced Entity, the AML BO or Beneficial Owner have given OCS false information; or
- (vii) the conduct of the Serviced Entity, the AML BO or Beneficial Owner of whatsoever nature makes it inappropriate in any way to continue to provide the services.

11.2 The Serviced Entity may terminate the appointment of OCS under these Terms by giving:

- (a) not less than 90 days' written notice to OCS;
- (b) not less than 30 days' written notice to OCS if OCS committed a breach of its obligations under these Terms and failed to make good such breach within the 30 days of notice; or
- (c) immediate written notice to OCS if OCS ceases to be lawfully able to act as the registered agent of the Serviced Entity.

11.3 Termination of these Terms shall be without prejudice to outstanding payment obligations, the exclusion of liability and indemnification provisions set out in these Terms as well as any other provision of these Terms intended to survive the termination of these Terms and both party's rights with respect to any previous breach of these Terms by the other.

11.4 OCS shall, on the termination of its appointment under these Terms and upon payment by or on behalf of the Serviced Entity of any outstanding fees, costs and expenses due to OCS (including its standard fees relating to the transfer of registered agent and other disbursements) deliver to any succeeding service provider or as the Serviced Entity may direct all documentation in its possession relating to the affairs of the Serviced Entity and which are the property of the Serviced Entity provided that OCS shall be entitled but not obligated to make and retain copies thereof in its closed files archives and archive all other correspondence files, Personal Data and other records of the Serviced Entity in accordance with the then current record retention policy of OCS.

11.5 The Serviced Entity shall, on termination of the appointment of OCS under these Terms, if still in existence, arrange the passing of a resolution to transfer the registered agent and registered office of the Serviced Entity to an alternative service provider and location respectively and OCS shall be entitled (but not required) to serve notice on the Registrar that it is no longer acting as the registered agent or providing the registered office of the Serviced Entity. The Serviced Entity shall amend all letterheads and other material to cease mentioning the name of OCS or its address from the date of termination of the appointment of OCS under these Terms.

12 NON EXCLUSIVITY

12.1 The Serviced Entity acknowledges and accepts that OCS may provide corporate administration services to any other person it may think fit whether for its own account or that of any other person or entity including, without limitation, any person or entity the Serviced Entity may regard as a competitor or otherwise having interests adverse to the Serviced Entity. Nothing contained in these Terms shall constitute a partnership between the Serviced Entity and OCS nor shall any employee, officer or director of OCS be deemed to be an employee of the Serviced Entity or entitled to any remuneration or other benefits

from the Serviced Entity.

13 LIMITATION OF LIABILITY AND INDEMNITY

- 13.1 OCS shall not be liable for any awards, damages, losses, claims, proceedings, demands, liabilities, costs or expenses suffered or incurred by the Serviced 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 the services provided under these Terms unless arising directly as a result of OCS's fraud, wilful default or gross negligence or that of any of its directors, officers, employees or agents (as the case may be). The Serviced Entity agrees that OCS (and its directors, officers, employees or agents) shall not be in wilful default or committed gross negligence where it (acting by itself or through the Serviced Entity) complies with an order of the Court or determines in its or their sole discretion that an order of the Court or amendment to an order of the Court is required before taking the relevant action.
- 13.2 The Serviced Entity shall indemnify (on a full indemnity basis) and hold harmless OCS, their 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 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 OCS.
- 13.3 Subject always to the express provisions of these Terms, the limitations of liability and indemnification provided by these Terms shall not be deemed to be exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, the constitution of the Serviced Entity or otherwise, and shall continue after the termination of the appointment of OCS by the Serviced Entity.
- 13.4 OCS 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 OCS has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt OCS shall not be so liable for any loss of goodwill or reputation. The maximum liability of OCS under these Terms is limited (in the absence of fraud) to US\$5 million.
- 13.5 This Limitation of Liability and Indemnity section shall survive termination of these Terms.

14 DATA PROTECTION AND PROCESSING

- 14.1 Please refer to the Privacy Policy for further information on how OCS collects Personal Data, how it is used, what rights and choices You have in relation to the Personal Data held and processed and how You or data subjects whose Personal Data may be held by OCS can contact us.
- 14.2 In providing Services and otherwise fulfilling its obligations under these Terms, OCS may be required to process information which is Personal Data (including information which also constitutes "personal data" as defined in the Data Protection Act of the British Virgin Islands (DPA). You acknowledge and agree that:
- (a) You have read and understand the contents of the Privacy Policy;
 - (b) You have shared the Privacy Policy with all relevant individuals before their disclosure of Personal Data to OCS;

- (c) to the extent OCS acts as a “data controller” (as defined in the DPA) in respect of the Personal Data, OCS may process the Personal Data in accordance with applicable Data Protection Law (including the DPA) and the Privacy Policy.

15 CONFIDENTIALITY

15.1 It is agreed between the Serviced Entity and OCS that neither party shall, at any time, disclose to any other person and shall treat as confidential, any information relating to the business, finances 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, save 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 becomes public knowledge otherwise than as a result of the unauthorised or improper conduct of the disclosing party;
- (c) disclosed as required by any law or order of any court, tribunal or judicial equivalent, or due to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental, supervisory or other regulatory agency or taxation authority (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 business purposes to affiliates, professional advisors, service providers or agents, engaged by one of the parties, who received the information under a duty of confidentiality;
- (e) made available by a third party who is or was entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other party; or
- (f) disclosed with the consent of the other party (including any consents contained under these Terms).

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

15.3 This Confidentiality provision:

- (a) does not prohibit the Serviced Entity from disclosing a copy of these Terms to its Members or prospective Members (in the case of a Company) or to its Partners or prospective Partners (in the case of a Partnership); and
- (b) shall survive termination of these Terms.

16 VARIATION

16.1 The Serviced Entity acknowledges and agrees that OCS may, in its sole discretion, at any time and from time to time change, alter, adapt, add or remove portions of these Terms, and, if OCS does so, OCS will give notice by posting any changes to these Terms on its website (www.ocsnt.com) 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 on request. The Serviced Entity's continued use of OCS's services following any changes to these Terms shall be deemed and constitutes the Serviced Entity's acceptance of those changes and the Serviced Entity acknowledges and agrees to be bound by the current version of these Terms at all times and that unless stated in the current version of these Terms all previous versions shall be superseded by the current version.

- 17.1 Any notices to be given and any correspondence or communications to be delivered or forwarded pursuant to these Terms shall be sufficiently served, delivered or forwarded if sent by email, prepaid airmail or by fax and shall be deemed to be given (in the case of email and fax at 10.00 a.m. on the next Business Day in the place of receipt following dispatch) or (in the case of the post 10 Business Days after the dispatch thereof) and shall be sent:
- (a) in the case of OCS, to its address specified against its name in the Interpretation section of these Terms or by e-mail to info@ocsnt.com;
 - (b) in the case of the Serviced Entity, to such correspondence address, fax number or email address as specified by the Serviced Entity to OCS in writing on or about the Effective Date;
 - (c) to any other correspondence address, fax number or email address or for the attention of any other person as may from time to time be notified by one party to the other party by notice given in accordance with the provisions of these Terms; and
 - (d) in the absence of any address specified or notified pursuant to (b) and (c) above, to such other address as OCS in its sole and absolute discretion considers appropriate.

18 MISCELLANEOUS

- 18.1 If any provision of these Terms shall be found by any court or arbitrator 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. Nothing in these Terms shall exclude or restrict any liabilities which cannot lawfully be limited or excluded save to the extent permitted by applicable law.
- 18.2 These Terms are supplied in English. If we provide the Serviced Entity with a translation of these Terms or any communication, the English language version will be the only legally binding version and will prevail if there is any inconsistency.
- 18.3 These Terms supersede all previous agreements between the Serviced Entity and OCS for the provision to the Serviced Entity of registered agent and registered office services and the services set out in Annex 1 (in the case of a Company) and Annex 2 (in the case of a Partnership). These Terms (including any Special Terms) set out the entire agreement and understanding between the parties relating to their subject matter.
- 18.4 The copyright in all original documents prepared by OCS for or in respect of the Serviced Entity is the property of OCS (as the case may be). OCS accepts no responsibility for the use of these documents for cases or circumstances different from those in respect of which they were originally prepared.
- 18.5 Despite any other provision of these Terms, OCS shall, at all times, comply with all laws and regulations applicable to it, including but not limited to, its obligations as a Serviced Entity regulated by the FSC.
- 18.6 The failure by either party to object to or take affirmative action with respect to any breach of these Terms by the other party shall not be construed as a waiver of such breach or of any future violation, breach or wrongful conduct.
- 18.7 These Terms shall not be assignable by the Serviced Entity but may be assigned by OCS to an affiliated entity at any time without prior notice to the Serviced Entity or to a third party service provider on 30 days' notice to the Serviced Entity.
- 18.8 Any significant complaint about the services provided by OCS should be directed to the

complaints officer at info@ocsnt.com. Should any complaint not be resolved within 90 days, the compliant may inform the FSC directly.

19 APPLICABLE LAW AND JURISDICTION

19.1 These Terms shall be governed by and construed in accordance with the laws of the British Virgin Islands. The parties submit to the exclusive jurisdiction of the courts of the British Virgin Islands and no proceedings shall be brought in the courts of any other jurisdiction.

ANNEX 1

Services to be provided by OCS to a BVI Business Company

1 REGISTERED OFFICE

- 1.1 The offices of OCS at Unit 8, 3/F., Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, British Virgin Islands, VG1110 for use as the registered office of the Company. For the avoidance of doubt, the provision of the registered office to the Company under these Terms does not constitute or create any interest in land in the British Virgin Islands (or elsewhere).

2 COMPANY FILE

- 2.1 OCS will maintain a file for the Company (in hard copy or all or part electronic form as OCS shall determine) at its office in the British Virgin Islands containing the following:

- (a) the original (or a copy) certificate of incorporation of the Company;
- (b) a copy of the Articles of the Company;
- (c) notices and minutes of meetings and/or resolutions of Members and of classes of Members of the Company unless the Company has elected to keep such records at a place other than the office of its registered agent pursuant to the Companies Act;
- (d) notices and minutes of meetings and/or resolutions of Directors and committees of Directors of the Company unless the Company has elected to keep such records at a place other than the office of its registered agent pursuant to the Companies Act;
- (e) if the Company has determined under the Companies Act to maintain the records referred to at paragraphs (c) and (d) above other than at the office of its registered agent, a written record of the place or places at which such records are maintained;
- (f) if the Company keeps its original register of Members or register of Directors other than at the office of its registered agent, a written record of the physical address of the place or places at which such registers are kept;
- (g) any other documents referred to in the section headed “Documents and Information to be Supplied to OCS”;
- (h) a written record of the physical address of the place or places at which the records and underlying documentation are kept including the name of the person who maintains and controls the Company’s records and underlying documentation;
- (i) copies of all notices and other documents filed by the company with the Registrar in the previous 10 years;
- (j) an imprint of the Company’s seal; and
- (k) the registers maintained pursuant to section 3 of this Annex.

- 2.2 The documents and records referred to in paragraphs (c), (d), (e), (f) and (g) shall be maintained by OCS to the extent as received at the registered office from time to time.

- 2.3 OCS shall maintain the content of the Company file for not less than 5 years after the termination of these Terms (or such longer period as may be required by applicable law).

3 COMPANY REGISTERS

- 3.1 OCS shall maintain (in hard copy or all or part in electronic form as OCS shall determine) at its office in the British Virgin Islands:

- (a) a register of members complying with the requirements of the Companies Act or if the Company has made provision for that register to be maintained elsewhere a copy of such register of members;
- (b) a register of directors complying with the requirements of the Companies Act or if the Company has made provision for that register to be maintained elsewhere, a copy of such register of directors; and
- (c) the register of relevant charges created by the Company (if any).

4 FILING

- 4.1 Upon receipt of relevant documents, resolutions, information, payment and instructions from the Company, OCS shall ensure that any formalities of filing and registration with the Registrar arising as a result of the following are complied with:
- (a) change of Directors or any of their particulars;
 - (b) change of members or any of their particulars (where applicable);
 - (c) change in the name of the Company;
 - (d) amendment to the Articles; and
 - (e) the passing of any other resolution or the taking of any other action which is required to be filed or notified to the Registrar.
- 4.2 OCS shall have no liability to the Company for any consequences of any late filings and registrations unless information and instruction from the Company have been received by OCS at least 5 Business Days in advance of the relevant filing and registration deadline (or such other time period as an authorised representative of OCS may agree in writing with respect to a particular filing or class of filings).

5 LEGAL ACTION

- 5.1 OCS shall not be required to take any legal action on behalf of the Company other than as may be expressly agreed in writing. In no circumstances shall OCS take any such action unless it and its directors, officers, authorised signatories, employees and affiliates are fully indemnified and remunerated to their reasonable satisfaction for costs and liabilities.

6 FORWARDING OF COMMUNICATIONS

- 6.1 OCS reserves the right to require the Company to enter into a specific mail forwarding agreement if substantial amounts of mail are delivered to the registered office but in the absence of such an agreement, OCS will use all reasonable endeavours to forward to the Company all correspondence and other communications addressed to the Company and received by OCS on its behalf and will forward such correspondence to the appropriate person or persons as notified by the Company and in the absence of any such notice such person which OCS considers most appropriate. OCS may in its absolute discretion (but is not obliged to) open and review all correspondence or communications addressed to the Company and take such action in relation to it as it considers reasonable. Correspondence and communication will be forwarded by OCS by such method as it considers appropriate in the context of the relevant communication. OCS shall not be liable for any obligations, losses, damages, liabilities, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including fees and expenses) whatsoever suffered or incurred at any time as a result of late receipt or non-delivery of such correspondence or other communications which OCS receives on behalf of the Company.

ANNEX 2

Services to be provided by OCS to a BVI Limited Partnership

1 REGISTERED OFFICE

1.1 The offices of OCS at Unit 8, 3/F., Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, British Virgin Islands, VG1110 for use as the registered office of the Partnership. For the avoidance of doubt, the provision of the registered office to the Partnership under these Terms does not constitute or create any interest in land in the British Virgin Islands (or elsewhere).

2 PARTNERSHIP FILE

2.1 OCS will maintain a file for the Partnership (in hard copy or all or part electronic form as OCS shall determine) at its office in the British Virgin Islands containing the following:

- (a) the original (or a copy) certificate of limited partnership of the Partnership;
- (b) a copy of the Articles of the Partnership;
- (c) notices and minutes of meetings and/or resolutions of Partners of the Partnership unless the Partnership has elected to keep such records at a place other than the office of its registered agent;
- (d) notices and minutes of meetings and/or resolutions of Partners unless the Partnership has elected to keep such records at a place other than the office of its registered agent;
- (e) if the Partnership has determined under the Act to maintain the records referred to at paragraphs (c) and above other than at the office of its registered agent, a written record of the place or places at which such records are maintained;
- (f) if the Partnership keeps its original register of Partners other than at the office of its registered agent, a written record of the physical address of the place or places at which such register is kept;
- (g) any other documents referred to in the section headed “Documents and information to be supplied to OCS”;
- (h) a written record of the physical address of the place or places at which the records and underlying documentation are kept including the name of the person who maintains and controls the Partnership’s records and underlying documentation;
- (i) copies of all notices and other documents filed by the Partnership with the Registrar in the previous 10 years;
- (j) an imprint of the Partnership’s seal; and
- (k) the registers maintained pursuant to section 3 of this Annex.

2.2 The documents and records referred to in paragraphs (c), (d), (e), (f) and (g) shall be maintained by OCS to the extent as received at the registered office from time to time.

2.3 OCS shall maintain the content of the Partnership file for not less than 5 years after the termination of these Terms (or such longer period as may be required by applicable law).

3 PARTNERSHIP REGISTERS

3.1 OCS shall maintain (in hard copy or all or part in electronic form as OCS shall determine) at its office in the British Virgin Islands:

- (a) a register of limited partnership interests containing the name and address, amount and date of contribution or contributions of each Partner and the amount and date of payment representing a return of any part of the contribution of any Partner. Where it has not been agreed that OCS will maintain the register of partnership interests OCS shall keep such register of partnership interests as provided from time to time by the Partnership or the appointed registrar;
- (b) the register of relevant charges created by the Partnership (if any).

4 FILING

- 4.1 Upon receipt of relevant documents, resolutions, information, payment and instructions from the Partnership, OCS shall ensure that any formalities of filing and formation with the Registrar arising as a result of the following are complied with:
 - (a) Change of General Partner or any of their particulars;
 - (b) Change in the name of the Partnership;
 - (c) Amendment to the Articles;
 - (d) Change of location of the registered office or registered agent of the Partnership;
 - (e) Change in the general nature of the business of the Partnership;
 - (f) change in the term for which the Partnership is entered into;
 - (g) dissolution of the Partnership; and
 - (h) the passing of any other resolution or the taking of any other action which is required to be filed or notified to the Registrar.
- 4.2 OCS shall have no liability to the Partnership for any consequences of any late filings and registrations unless information and instruction from the Partnership have been received by OCS at least 5 Business Days in advance of the relevant filing and registration deadline (or such other time period as an authorised representative of OCS may agree in writing with respect to a particular filing or class of filings).

5 LEGAL ACTION

- 5.1 OCS shall not be required to take any legal action on behalf of the Partnership other than as may be expressly agreed in writing. In no circumstances shall OCS take any such action unless it and its directors, officers, authorised signatories, employees and affiliates are fully indemnified and remunerated to their reasonable satisfaction for costs and liabilities.

6 FORWARDING OF COMMUNICATIONS

- 6.1 OCS reserves the right to require the Partnership to enter into a specific mail forwarding agreement if substantial amounts of mail are delivered to the registered office but in the absence of such an agreement, OCS will use all reasonable endeavours to forward to the Partnership all correspondence and other communications addressed to the Partnership and received by OCS on its behalf and will forward such correspondence to the appropriate person or persons as notified by the Partnership and in the absence of any such notice such person which OCS considers most appropriate.

OCS may in its absolute discretion (but is not obliged to) open and review all correspondence or communications addressed to the Partnership and take such action in relation to it as it considers reasonable. Correspondence and communication will be forwarded by OCS by such method as it considers appropriate in the context of the relevant communication. OCS shall not be liable for any obligations, losses, damages, liabilities, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including fees and expenses) whatsoever suffered or incurred at



any time as a result of late receipt or non-delivery of such correspondence or other communications which OCS receives on behalf of the Partnership.