



# NEWHAVEN BVI

## TERMS OF BUSINESS: NEWHAVEN CORPORATE SERVICES (BVI) LIMITED

By using the Services of Newhaven Corporate Services (B.V.I.) Limited and its subsidiaries (together “NEWHAVEN”) the Company and the Client thereby accept the following terms of business:

### 1 DEFINITIONS:

1.1 “Registered Agent” means NEWHAVEN and each of its employees, agents, officers and servants from time to time who are engaged in providing the Services;

“Company” means any one or more companies in respect of which the Registered Agent provides Services at the Client’s request;

“Client” means the instructing party and the ultimate beneficial owner(s) of record for the Company as appear in the Corporate Questionnaire, (“the Corporate Questionnaire”), individually or jointly as the case may be;

“Jurisdiction” mean the British Virgin Islands;

“Services” means Company Formation, Registered Office and Registered Agent services and any other ancillary services (other than director services which shall be governed by a supplemental agreement between the Client and NEWHAVEN) as may be provided by NEWHAVEN to the Company from time to time.

1.2 These Terms of Business together with the Corporate Questionnaire constitute the exclusive basis on which the Registered Agent provides Services to the Company.

### 2. THE REGISTERED AGENT

2.1 The Registered Agent will provide the Services (or such other services as may be agreed in writing between the parties) with reasonable skill and care and in all cases as soon as reasonably practical.

2.2 The Client acknowledges that in connection with the provision of the Services the Registered Agent may be instructed by the Client to instruct a legal advisor or other third party service provider on behalf of the Company. Any costs and/or disbursements associated with the Services provided by such third parties shall be invoiced to and settled by the Client or the Company.

2.3 The Registered Agent shall only take instructions from the Client and/or the Company and/or any third party or as otherwise authorized from time to time in writing in advance and will rely upon and is hereby authorized to act upon any communication, telex, facsimile or electronic mail transmission given by or purportedly given by the Client, the Company or any third party as per the authorization.

Subject to Clause 5.2, no instructions regarding the

Company shall be taken from such third party or any information regarding the Company or Client provided to such third party without the Registered Agent having first obtained the written permission of the Client and/or the Company.

### 3. THE CLIENT

3.1 The Client shall, and shall ensure that the Company shall, provide to the Registered Agent such information, as the Registered Agent considers necessary in order to ensure that the Company complies with all applicable legislation.

3.2 The Client is responsible for ensuring that the information provided in the Corporate Questionnaire is correct and that the Client and any person responsible for doing so has taken all necessary tax and legal advice in all relevant jurisdictions outside the Jurisdiction with regard to the establishment and operation of the Company and for ensuring that the activities or proposed activities of the Company will not breach the laws of any relevant jurisdiction. The Registered Agent is not responsible for advising the Client or the Company in relation to any such matter.

3.3 In order to enable the Registered Agent to meet its legal and regulatory obligations in respect of the Company, the Client and the Company shall keep the Registered Agent fully and promptly informed of any changes in the issued shareholding of the Company and any changes in the officers of the Company within 14 days.

3.4 The Client and the Company shall immediately inform the Registered Agent of any other matters that might affect the Company and/or the Registered Agent’s willingness to provide, or continue to provide, any of the Services or of any matter that is material to the affairs of the Company.

### 4. FEES AND INVOICING

4.1 The Registered Agent’s Schedule of Fees are those which have been agreed between the Registered Agent and Client and in the absence of such agreement, shall be the fees and charges of the Registered Agent as published from time to time.

4.2 The Registered Agent shall not be required to incur any disbursements or expenses or make any payments in the course of providing the Services unless the Registered Agent has received sufficient funds in advance from the Client or (where NEWHAVEN also provides director services to the Company) there are sufficient funds in any account owned by the Company and operated by

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NEWHAVEN.

4.3 Invoices for the Services to the Company (which will include any disbursements incurred on behalf of the Company) will be rendered to the billing address featured in the Corporate Questionnaire, unless another addressee is otherwise agreed to in writing with the Registered Agent. The Client agrees to pay and discharge any such invoice forthwith on demand in the event that it remains unpaid within 30 days after the due date for payment. Terms of payment are settlement within 30 days of the date of the invoice. If these terms are not observed the Registered Agent reserves the right to charge interest on overdue invoices at the rate of 1% per month and to refuse to provide any further services to the Company until all outstanding invoices are settled.

### 5. INFORMATION AND CONFIDENTIALITY

5.1 Subject to Clause 5.2 the Registered Agent shall use all reasonable endeavors to keep confidential information provided to it by the Client or the Company including the information provided in the Corporate Questionnaire.

5.2 The Client and the Company acknowledge that the Registered Agent is bound by regulatory and other obligations under the laws of the Jurisdiction carrying out such obligations 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 hereunder.

5.3 Any report, letter, information or advice the Registered Agent gives to the Client pursuant to its representation of the Company is given in confidence solely for the purpose of such representation and is provided on condition that the Client undertakes not to disclose same without the Registered Agent's prior written consent.

5.4 The Registered Agent shall not be required or obliged to take any action, which it considers to be unlawful or improper, or which may cause it to incur any personal liability and the Registered Agent shall not be liable for refusing to take any such action.

5.5 Notwithstanding any provision hereof the Registered Agent shall be entitled and is irrevocably authorized to open and read all and any correspondence, letter, fax or other communication received by the Company and/or the Registered Agent on behalf of the Client or the Company. The Client shall be duly informed of any mail received by the Company and shall be given an opportunity to subscribe to a mail forwarding service provided by the Registered Agent, the conditions and terms of which are provided either on request or when mail is first received for a specific Company.

### 6. NOTICES

Any notice or other document to be served under this Agreement must be in writing and may be delivered by hand or sent by pre-paid letter, ordinary post or facsimile transmission to the party to be served at that party's

address as provided (or as varied from time to time by notice in writing).

### 7. ASSIGNMENT

The terms of this engagement shall be binding upon and inure for the benefit of the successors of the parties but shall not be assignable in whole or in part by any party without the prior written consent of the other parties provided that the Registered Agent shall be entitled to assign its rights and liabilities hereunder by not less than 28 days notice to the Client.

### 8. TERMINATION AND SUSPENSION OF SERVICES

8.1 The Registered Agent or the Company may terminate the services by giving 90 days written notice in accordance to the other party. In such event the obligations of the parties (save as set out in clause 8.4 and in respect of antecedent breaches) shall cease and terminate.

8.2 This Agreement may be terminated with immediate effect by notice in writing by either the Company or the Registered Agent in the event that:

(a) the other party commits any material breach of its obligations under this agreement or under any other agreement between the parties; or

(b) the other party goes into liquidation (except for the purpose of a bona fide solvent amalgamation or re-organisation) or is declared bankrupt; or a bankruptcy petition is presented against it or a receiver or Registered Agent is appointed in respect of it.

8.3 The Registered Agent shall be entitled to either resign as Registered Agent by written notice for a particular Company or terminate this Agreement with immediate effect by written notice to the Company in the event that any legal proceedings are commenced against the Company or the Client (including any injunction, investigation, proceedings or any incident that the Registered Agent considers may bring the reputation or standing of the Registered Agent into disrepute).

8.4 Termination shall be without prejudice to any rights or liabilities of any party either arising prior to termination or arising in respect of any act or omission occurring prior to termination.

8.5 In the event of termination, the Registered Agent shall not be obliged to return all or any part of the fees and expenses paid to it hereunder (save for amounts paid on account of disbursements to be incurred).

8.6 In the event of termination the Registered Agent, the Company and the Client shall each arrange that all such acts are done as may be necessary to give effect to such termination and the Client shall within 30 days of the date of termination procure the appointment of a successor and the Registered Agent shall, subject to payment of all amounts due to it, co-operate with the Client in relation to such appointments.

8.7 The Registered Agent shall be responsible for filing the necessary resolution/minute with the Registrar of

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Companies to effect the transfer of the Company or

pursuant to this Agreement except to the extent that the same are a result of the willful default or willful neglect of

Companies to a successor registered agent and the applicable rate for undertaking this service shall be invoiced to and settled by the Client prior to the filing of the resolution/minute.

the Registered Agent and this indemnity shall expressly inure to the benefit of any director, officer, employee, shareholder, affiliate or agent existing or future and to the benefit of any successor of the Registered Agent.

8.8 The Client and the Company acknowledge that notwithstanding the right of the Registered Agent to terminate or suspend its services in accordance herewith the Registered Agent (and/or its officers, agents and employees) may have continuing regulatory/fiduciary duties under applicable law. Accordingly, without prejudice to its rights, it is agreed that the Registered Agent shall be entitled (but not obliged) to continue to provide services so as to discharge such duties and shall be entitled to charge its applicable rate for the provision thereof.

**9. ENTIRE AGREEMENT**

Save with the exception of any management agreement separately concluded, these Terms of Business and the Corporate Questionnaire (including the Registered Agent's Schedule of Fees) constitute the entire agreement between the parties in relation to the provision of Services to the Company and may only be varied by agreement in writing signed by or on behalf of each party.

Agreed and accepted by

**10. LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with laws of the Jurisdiction and any dispute arising in respect thereof shall be subject to the jurisdiction of the courts of the Jurisdiction and the Company and the Client hereby submit to the exclusive jurisdiction of such courts.

The Beneficial Owner(s)

**11. OTHER PROVISIONS**

Dated this            day of            , 2019

11.1 The Registered Agent shall be entitled to amend these Terms of Business from time to time provided that the Registered Agent shall give reasonable advance notice in writing to the Client before such amended Terms of Business shall take effect.

11.2 The Client shall provide full details of and promptly inform the Registered Agent of any changes in its contact details.

For and on behalf of  
Newhaven Corporate Services (BVI) Limited

11.3 The Registered Agent shall not be liable for any damage, loss, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Company at any time from any cause whatsoever unless caused by the Registered Agent's own willful default or willful neglect or that of any of its partners, officers, employees or agents as the case may be.

Dated this            day of            , 2019

11.4 The Client (and where more than one person, jointly and severally) shall at all times hereafter indemnify and keep indemnified the Registered Agent against all actions, suits, proceedings, claims, demands, costs, charges, expenses and consequences whatsoever which may be taken or instituted against the Registered Agent by reason of or on account of the Registered Agent providing the Services