



DMS BANK & TRUST LTD.

BANK ACCOUNT TERMS AND CONDITIONS

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1. Definitions and Interpretation

1.1. In these Terms:

"Account Agreement" means the declaration of trust and account agreement entered into between the Company and the Client which forms part of the Agreement;

"Agreement" means the Account Agreement, these Terms, the Fee Schedule and the TOBs and includes any variation of them and all documents entered into as supplemental to them;

"Affiliates" means any direct or indirect subsidiary or parent of the Company and any direct or indirect subsidiary of any such parent from time to time, irrespective of the country of organisation, formation or current registration of any such subsidiary or parent, and in respect of each, any of their respective partners, officers, directors, employees, consultants and agents;

"Applicable Credit Rating" means Standard & Poor's Short-Term Credit Rating of A-1 or higher;

"Business Day" means a day (other than a public holiday, a Saturday or a Sunday) on which banks in Cayman Islands are authorised to open for business;

"Cayman Islands Anti-Money Laundering Rules" includes the Proceeds of Crime Law (2014 Revision) (as amended from time to time) and any other law, order, regulation or guidance notes made thereunder or in relation thereto or any policies and guidelines adopted by the Company, in each case relating to the prevention and detection of money laundering and the financing of terrorism;

"Cash Account" means an account in the name of the Company, maintained with a licensed bank, which holds or will hold Client Money;

"Cash Equivalent Account" means the portion of Client Money held on account (and, if applicable, allocated in respect of various Cash Equivalent Assets) in the name of the Company (or with the Company acting as a counterparty, as the case may be) which, after initially being deposited by the Client into a Cash Account, is directed by the Company (in its capacity as agent for the Client) by any means deemed appropriate by the Company into one or more Cash Equivalent Assets;

"Cash Equivalent Asset" means:

- (a) an asset which has a direct and guaranteed claim on sovereigns and central banks which meets the criteria of "Cash Equivalent Rating";
- (b) a reverse repurchase agreement with a financial institution that satisfies the definition of "Applicable Credit Rating", the collateral of which is compromised exclusively of instruments in (a);
- (c) to the extent that the Company provides the Client with 5 days prior notice of the same:
 - (i) any investment instrument with a Cash Equivalent Rating; and/or
 - (ii) any interest in an investment fund, the assets of which are comprised exclusively of investment instruments with a Cash Equivalent Rating;

"Cash Equivalent Rating" means:

- (a) a risk weighting of 0%; and
- (b) a Moody's rating of Aaa to Aa3; or
- (c) an S&P/Fitch rating of AAA to AA-

in accordance with the Rules, Conditions and Guidelines on Minimum Capital Requirements published by the Cayman Islands Monetary Authority and as decided by the Company at its discretion from time to time;

"Client" means the person specified as the Client in the relevant Account Agreement and includes all persons and parties deriving title

from or under such person;

"Client Account" means each Cash Account and each Cash Equivalent Account, separately and collectively;

"Client Money" means all money which the Company holds for, receives from, or owes to, a Client, which for the avoidance of any doubt, shall not include any interest or other income that may accrue on such money;

"Company" means DMS Bank & Trust Ltd., a company incorporated in the Cayman Islands and having its registered office at P.O. Box 1344, DMS House, 20 Genesis Close, George Town, Grand Cayman KY1-1108, Cayman Islands;

"Credit Downgrade Event" has the meaning ascribed thereto in clause 4.3(a) of these Terms;

"Deposit" means Client Money placed in a Cash Account in the name of the Company (with the Company acting as bare trustee for the Client in the holding of the Client Money, and as agent for the Client in any subsequent placing of Client Money in a Cash Account);

"Fee Schedule" means the fee schedule detailing the Company's fees for the Service, as may be amended or replaced entirely from time to time, the current version of which can be found on the Website;

"Fees" means any fees payable directly to the Company by the Client under the Fee Schedule which for the avoidance of doubt, does not include any fees payable by the Company or the Client (whether through the Company or otherwise) to a third party service provider;

"FX Service" has the meaning ascribed thereto in clause 4.2(b) of these Terms;

"Indemnified Persons" has the meaning ascribed thereto in clause 14.2 of these Terms;

"licensed bank" means any bank or financial institution in any jurisdiction that is regulated or supervised by the local regulator to carry on deposit taking business in that jurisdiction;

"Losses" means any direct or indirect or consequential loss, cost, charge, expense, payment, interest, demand, claim, actions, proceeding, suit, penalty, damages, legal fees, liability, obligation, detriment, adverse judgment, order or other sanction of any kind;

"Moody's" means Moody's Investors Service, a credit rating agency;

"Online Portal" means the internet banking platform accessible at <https://dmsbanking.dmsbank.com> through which the Client is able to, among other things, (i) access information about the balance of a Client Account, and (ii) transact in relation to a Client Account;

"Parties" means the parties to the Account Agreement;

"Placement" means Client Money placed in a Cash Equivalent Account in the name of the Company (with the Company acting as bare trustee for the Client in the holding of the Client Money, and as agent for the Client in the placement of Client Money in a Cash Equivalent Account);

"Proper Instructions" has the meaning ascribed thereto in clause 11 of these Terms;

"S&P/Fitch" means both of Standard & Poor's Financial Services LLC and Fitch Ratings Inc., each a credit rating agency;

"Service" has the meaning ascribed thereto in clause 4 of these Terms;

"Standard & Poor's Short Term Credit Rating" has the meaning given to the term Short-Term Issue Credit Ratings on the website found at www.standardandpoors.com from time to time;

"Suitable Cash Account" has the meaning ascribed thereto in clause 4.3(a) of these Terms;

"these Terms" means these terms and conditions;

"TOBS" means the Company's General Terms of Business as amended from time to time;

"Treasury Bill" means a short-term government issued treasury instrument with a Standard & Poor's Short Term Credit Rating of AA- or higher;

"we", "us" and "our" refer to the Company;

"Website" means (i) <http://dmsgovernance.com/client-login/>, or (ii) such other website on which the Company posts notices or publishes information about products, rates, fees, commissions, costs, charges or the subject matter of these Terms, as such websites may be replaced, substituted or amended from time to time; and

"you" and "your" refer to the Client.

- 1.2. Words importing the singular shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa in each case, and references to a person shall include an individual, firm, company, corporation, unincorporated body of persons and any government entity and shall include any successors in title, permitted assignees and permitted transferees.
- 1.3. Unless otherwise stated, references in these Terms to "clauses" are to clauses of these Terms.
- 1.4. References in these Terms to these Terms and to any other document or agreement are to be construed as references to such document or agreement as amended, supplemented or replaced from time to time.
- 1.5. References in these Terms to any enactment or a provision of any enactment shall include that enactment or provision as amended, modified, re-enacted or replaced from time to time.
- 1.6. The headings in these Terms are inserted for convenience only and shall not affect the interpretation of these Terms.
- 1.7. The Parties acknowledge that the defined terms are highly technical and confirm that they have read, paid particular attention to and understand each defined term.

2. INTRODUCTION

- 2.1. These Terms form part of your agreement with the Company. You should carefully read and consider these Terms before you complete the Account Agreement. Execution by you of the Account Agreement confirms your acceptance of and agreement to these Terms. It is recommended that you retain a copy of these Terms for future reference. These Terms relate solely to the Service. We may also provide other services and products, if so agreed between us, which are not governed by these Terms and which may require supplemental or separate documentation to be signed by you.
- 2.2. You should also note that:
 - (a) the Company is regulated by the Cayman Islands Monetary Authority under the Banks and Trust Companies Law (2013 Revision) (as amended from time to time). However, the Service does not include the provision of any investment advice. Accordingly, any comment made by any officer or employee of the Company should not be treated as being advice or a recommendation given by us to be relied upon by you. The Company strongly recommends that you should seek appropriate independent professional investment, financial and/or legal advice relevant to your particular circumstances before (i) entering into the Agreement, (ii) requesting the Service, (iii) requesting any other services from the Company, or (iv) instructing the Company to execute any transactions on your behalf. The Client understands, acknowledges, accepts and agrees that the Client is entirely responsible for their investment decisions and for (i) recognising and considering any risks associated with such decisions which, for the avoidance of doubt, includes the express recognition that it is not relying and will not rely on the Company in this regard; and (ii) advising the Company of any matter which they wish the Company to take into account when executing transactions on their behalf;

- (b) when providing the Service, the Company may transfer your monies between different licensed banks, intermediaries or financial institutions from time to time, as we think appropriate. You understand, acknowledge, accept and agree that your monies may (i) in respect of a Cash Account, be placed entirely with just one licensed bank or with more than one licensed bank, and (ii) in respect of a Cash Equivalent Account, be allocated to a single Cash Equivalent Asset, or to more than one Cash Equivalent Asset. The Company holds your Client Money as bare trustee for you but acts as your disclosed agent when placing, receiving or depositing your monies and has no obligation to refund your monies in the event of a default or non-payment by the selected licensed bank(s), intermediary, financial institution or financial instrument counterparty, as the case may be. The Client assumes all credit risk on (i) the licensed banks with which Client Money is held, (ii) the intermediaries or financial institutions through which the Client Money passes in connection with a Placement and/or a Cash Equivalent Account, (iii) any financial instrument counterparty to a Cash Equivalent Asset in which a Placement has been made, and (iv) the Cash Equivalent Assets to which Client Money under a Cash Equivalent Account is placed, and the Client shall not hold the Company or any of its Affiliates responsible for any Losses suffered or incurred by the Client arising out of (x) any default or insolvency of such licensed banks in relation to a Cash Account, or (y) default or insolvency in relation to a Cash Equivalent Account, including the default or insolvency of an intermediary, a financial institution, a financial instrument counterparty or any other party in connection with a Cash Equivalent Asset;
 - (c) in some or all respects the regulatory regime applying in the Cayman Islands and/or in the home jurisdiction of the licensed banks in relation to a Cash Account or the intermediaries, financial institutions and financial instrument counterparties connected to a Cash Equivalent Account or Cash Equivalent Asset, including any compensation or investor protection arrangements, may be different from those of your own jurisdiction; and
 - (d) the Company reserves the right to delegate the performance of any duties arising hereunder to any Affiliate.
- 2.3. The Company does not provide tax advice and the Client understands, acknowledges, accepts and agrees that the Client has not received any such advice from the Company. The Company strongly recommends that if appropriate you should seek independent professional tax advice relevant to your particular circumstances before (i) entering into the Agreement, (ii) requesting the Service, (iii) requesting any other services from the Company, or (iv) instructing the Company to execute any transactions on your behalf. The Client understands, acknowledges, accepts and agrees that the Client is entirely responsible for the management of their affairs for tax purposes and for advising the Company of any matter which they wish the Company to take into account when executing transactions on their behalf.

3. APPOINTMENT

- 3.1. The Client's appointment of the Company to provide the Service shall only be completed upon the Company's acceptance of the Client following its receipt of a duly executed and delivered Account Agreement from the Client and such other documentation and information as the Company may require.
- 3.2. The Client understands, acknowledges, accepts and agrees that the Company will not be obliged to provide the Service until such time as all due diligence requirements have been completely satisfied to the full extent required by the Company. For the avoidance of doubt, neither the Company nor any Affiliate shall be liable for any Losses suffered or incurred by the Client in connection with any delays in the provision of the Service. In particular you should note that:
 - (a) the Company may, at any time, require personal and/or financial information or documentation from the Client regarding the source of monies to be allocated to a Deposit or a Placement or the source of the Client's wealth, whether before agreeing to provide the Service or at any time after Deposits or Placements have been made. In these circumstances, the Client agrees to provide all information or documentation as the Company may require or request to bring its enquiries to a satisfactory conclusion;

- (b) information and documents to verify the identity and background of the Client and all signatories and other parties to any Deposit, Placement or other transaction will need to be provided to the Company before any Deposit, Placement or other transaction will be arranged and the Client agrees to provide all information or documentation as the Company may require or request; and
- (c) failure to provide information or documentation regarding the source of monies to be used for a Deposit, Placement or other transaction or the Client's source of wealth may impact on the Company's ability to provide the Service or to arrange a transaction. The Client understands, acknowledges, accepts and agrees that failure to provide information and/or documentation in a form acceptable to the Company regarding (i) the source of monies to be used for a Deposit, Placement or other transaction, (ii) the Client's source of wealth, or (iii) the verification, identity and/or background of the Client, all signatories and other parties to any Deposit, Placement or other transaction, may result in the Company refusing or ceasing to provide the Service to the Client.
- 3.3. The Client agrees to provide the Company with all information and documentation as it may request or reasonably require, including evidence for the verification of individual entities and satisfactory explanations of transactions in order that the Company is able to comply with the requirements from time to time of the Cayman Islands Anti-Money Laundering Rules. The time at which such information and documentation is required and the form in which it shall be delivered to the Company shall be determined by the Company in its absolute discretion.
- 4. CLIENT ACCOUNTS**
- 4.1. Following consideration and acceptance by the Company of the Client's application to receive the Service, the Client shall transfer to the Company, or otherwise place under the Company's control, a sum of money (which, for the avoidance of doubt, will not be subject to a minimum amount) and which the Company will hold on bare trust for the Client.
- 4.2. The Company shall provide the following services to and for the benefit of the Client (the "Service") as agent:
- (a) exercising discretion granted to the Company (which, for the avoidance of doubt, will be limited to choosing the Cash Account) in respect of a Deposit, with such discretion exercisable immediately after Client Money is placed on initial Deposit;
- (b) foreign exchange and currency transfers. Arranging to transfer Client Money into other currencies based on specific instructions received from the Client (the "FX Service"); and
- (c) Placement of the Client Money. The discretion granted to the Company will be limited to choosing the Cash Equivalent Account (and, consequently, the Cash Equivalent Asset(s)) in respect of such Placement.
- 4.3. In providing the Service, the Company agrees that:
- (a) Cash Accounts will only be opened with licensed banks that satisfy the Applicable Credit Rating. In the event that a licensed bank with whom a Cash Account is held suffers a credit rating downgrade below the Applicable Credit Rating (a "Credit Downgrade Event"), the Company shall (i) use reasonable endeavours to promptly transfer money held in such Cash Account to a Cash Account with another licensed bank that satisfies, or other licensed banks that satisfy the Applicable Credit Rating (a "Suitable Cash Account"), and (ii) to the extent that a Suitable Cash Account is not reasonably available to the Company within 6 months of the date of the Credit Downgrade Event, give notice to the Client setting out that another Suitable Cash Account has not yet been established;
- (b) Cash Equivalent Assets, the subject of Cash Equivalent Accounts, will be subject to a Cash Equivalent Rating. In the event that a Cash Equivalent Asset to which Client Money has been allocated suffers a credit rating downgrade such that the rating of that Cash Equivalent Asset falls below the Cash Equivalent Rating, the Company shall use reasonable endeavours to promptly reallocate the Client Money to (i) another, or other, Cash Equivalent Asset(s), or (ii) a Suitable Cash Account until such time as another suitable Cash Equivalent Asset is selected for the allocation of that Client Money;
- (c) in respect of Client Money that is the subject of a Placement and which has been allocated to Cash Equivalent Assets, the Client is entitled to request, and the Company is required to provide details of the specific Cash Equivalent Asset(s) to which the Client Money has been or is allocated within 24 hours of such Client request; and
- (d) when providing the FX Service, the Company will take reasonable care to ensure that it obtains the best exchange rate available for you at that time, taking into consideration (i) the size and type of the transaction concerned, and (ii) the exchange rates quoted by the licensed banks with whom Cash Accounts have been opened. Given the aforementioned criteria, it is possible that on certain occasions, the exchange rate obtained may not be as favourable as the exchange rate that may be available from other licensed banks, intermediaries or financial institutions.
- 4.4. In providing the Service, the Client understands, acknowledges, accepts and agrees that:
- (a) the Company's obligations to perform the Service are contractual in nature and are distinct and separate from the trust obligations imposed by the Account Agreement;
- (b) the Company can place the Client Money on Deposit;
- (c) the Company can undertake Placements in respect of and with the Client Money;
- (d) the Company does not assume and is not subject to any fiduciary obligations as trustee in respect of the performance of the Service and, for the avoidance of doubt, the Company performs the Service as an agent of the Client;
- (e) a Client Account cannot and will not be permitted to have a negative balance; and
- (f) the FX Service is available in all circulating world currencies that are recognised legal tender in a territory whose currency is approved by the Company from time to time. The Client is responsible for verifying the correctness of all transaction advices, receipts or statements received from the Company in respect of the FX Service and is required to notify the Company within 48 hours of the receipt of each such document, of any alleged inaccuracies or any transaction that has not been effected in accordance with the Client's instructions.
- 5. CLIENT MONEY**
- 5.1. Client Money will be held in one or a combination of Client Accounts in the name of the Company. The Client understands, acknowledges, accepts and agrees that Client Money held in a Client Account is subject to these Terms and (i) to the extent that the Client Account is a Cash Account, the terms and conditions of the licensed bank with whom the Cash Account is held, and (ii) to the extent that the Client Account is a Cash Equivalent Account, the terms and conditions (x) of the intermediary (if any, and which may include a financial institution) through which Client Money passes or is held prior to being allocated to a Cash Equivalent Asset, and (y) governing the underlying Cash Equivalent Asset.
- 5.2. The Company reserves the right to establish Cash Accounts with any licensed bank which satisfies the Applicable Credit Rating. Whilst the Company will exercise reasonable care in the selection of the licensed banks with whom Cash Accounts are maintained, the Company shall not be liable for any acts or omissions by, or the insolvency of, any such licensed bank. Accordingly your credit risk in respect of monies held in Cash Accounts will be solely with the licensed banks concerned.
- 5.3. The Company reserves the right to make Placements in Cash Equivalent Assets. Whilst the Company will exercise reasonable care in the selection of the (i) intermediary (if any, and which may include a financial institution) through which Client Money passes or is held prior to being allocated to a Cash Equivalent Asset, and (ii) Cash Equivalent Assets to which Client Money is allocated, the Company shall not be liable for any acts or omissions by, or the insolvency of, any such

intermediary, financial institution or financial instrument counterparty, as the case may be. Accordingly your credit risk in respect of Client Money in placed in a Cash Equivalent Account will be solely with the intermediaries (if any), financial institutions (if any) and financial instrument counterparties concerned.

- 5.4. Client Money will be tracked on an individual basis and recorded in accounts on a daily basis. Client Money will not be co-mingled with the Company's own monies, except to the extent that (i) a portion of that Client Money (while on Deposit or in Placement) becomes payable as a fee or cost due to the Company under the Agreement, or (ii) interest (which belongs to the Company) accrues on the Client Money while it is on Deposit or in Placement.
- 5.5. The Client Money shall be held on bare trust by the Company for the Client as beneficial owner, subject to the terms of the Agreement. As a result, the Company has no beneficial interest in the Client Money.
- 5.6. Client Money held or controlled by the Company in one or more Client Accounts will be co-mingled with monies held for our other clients using the Service. However, you will not have any entitlement or claim to any monies held in such Client Accounts other than the monies that are apportionable to you.
- 5.7. The Client shall not be entitled to, nor have any claim on, any interest or other income that may accrue on any Client Money held or controlled in any Client Account.
- 5.8. The Client understands, acknowledges, accepts and agrees that the Company does not accept physical cash, nor will it allow monies to be withdrawn in the form of physical cash.
- 5.9. Should the Client wish to withdraw monies, the Client will be required to provide Proper Instructions to the Company and the amount of its Client Money (i) held by or on behalf of the Company in the Cash Account(s), or (ii) allocated to a Placement will need to be sufficient to meet such withdrawal request.
- 5.10. The Company shall account to the Client for monies withdrawn by direct transfer to an account held in the Client's name. The Company, in its sole and absolute discretion, reserves the right to decline to effect payment of monies withdrawn to the direct credit of any third party.
- 5.11. On receipt of Client Money, the Company must be satisfied as to the source of the Client Money. If the Company is not satisfied, for any reason, as to the source of Client Money (in which case it is understood that such reasons need not be disclosed to the Client by the Company), you understand, acknowledge, accept and agree that the Company may be bound by law to terminate the provision of the Service.
- 5.12. The Company will not be obliged to take or refrain from taking any action whatsoever in relation to the Client Money which could in the sole opinion of the Company result in a contravention of any law or regulation in force from time to time in the Cayman Islands or in any other place whatsoever. The Company reserves the right not to comply with any request which in the sole opinion of the Company could potentially result in any such contravention or which in the sole opinion of the Company could result in any damage to the reputation or good standing of the Company or any of its Affiliates.
- 5.13. The Client hereby authorises the Company to deduct from the Client Money:
 - (a) the Company's remuneration, fees and expenses payable by the Client;
 - (b) any costs or charges (i) levied by any licensed banks with which the Client Money is held, (ii) incurred or payable in respect of any Placement, or (iii) levied or incurred in connection with transactions effected on behalf of the Client; and
 - (c) any taxes or other statutory or governmental fees, charges, duties or costs that are due to be paid by the Client.

6. CLIENT REPORTING

- 6.1. The Company will provide the Client with access to an online up-to-date snapshot showing statements of any Client Money held (i) in a Cash Account, or (ii) in connection with a Cash Equivalent Account.
- 6.2. The Company will issue the relevant account statements at the

frequency and in a manner advised to the Client from time to time.

- 6.3. The Client is responsible for verifying the correctness of all statements in respect of Client Accounts received from the Company and is required to notify the Company within 60 days of the preparation date of each document, of any alleged omissions from, or additions wrongly made to, or inaccurate entries reflected therein. The Client acknowledges and agrees to provide the Company with all information that is necessary for the Company to investigate any alleged error, discrepancy or irregularity.
- 6.4. The Company shall not be responsible for the Client's reliance on any information in any statement, or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by the Company.

7. DELEGATION

- 7.1. The Company shall be entitled to delegate its powers and duties under the Agreement, in whole or in part, to any person or persons, upon such terms and conditions, as the Company shall think fit and may employ agents to perform any administration, dealing and ancillary services required to enable it to provide the Service under the Agreement, provided that the Company shall, upon the appointment of any such delegate, be satisfied and shall continue to be satisfied that such delegate is a fit and proper person and, in such circumstances, the Company shall not be liable for any act, omission or default by, nor the insolvency of, any such delegate.
- 7.2. By agreeing to these Terms, the Client gives its consent to the disclosure of information reasonably required by any delegate of the Company to perform the functions delegated to such delegate. For the avoidance of doubt, this disclosure will extend to information relating to the Client or any transactions of the Client in accordance with clause 19.2 of these Terms, notwithstanding that such information may be deemed confidential.

8. FEES AND INTEREST

- 8.1. In consideration for the Services, the Company shall receive the remuneration, fees and expenses in the amounts set out in or determined in accordance with the Fee Schedule, and in the manner and at the times provided for in the Fee Schedule.
- 8.2. The Client (i) acknowledges and understands that the Fee Schedule is published on the Website, and (ii) hereby agrees that it has received (or has been given the opportunity to access) and read a copy of the Fee Schedule in force on the date hereof.
- 8.3. The Company may modify the Fee Schedule at any time, subject to providing a minimum of 30 days' notice of such change to the Client. For the avoidance of doubt, the publication of the Fee Schedule on the Website will be deemed to have satisfied the notice requirement under this clause 8.3, which such modifications to be deemed effective from the later of (i) 30 days after the date of such publication, or (ii) the date on which the modified Fee Schedule is stated to take effect.
- 8.4. The Client shall not be entitled to any interest or other income that accrues on any Client Money (including, without limitation, any (i) interest that is paid by any licensed bank on amounts standing to the credit of a Cash Account, and (ii) any amounts accrued or earned in respect of any Placement in a Cash Equivalent Account) and it is hereby agreed that the Company need not account to the Client for any such interest or other income and any and all interest or other income shall be retained exclusively by the Company.
- 8.5. The Client understands, acknowledges, accepts, agrees and confirms that the Client is liable for all costs, fees and expenses incurred by the Company that arise as a result of the application of a negative interest rate to any Client Account from time to time, along with an administration fee.
- 8.6. The Client further agrees that the Company may at any time, without prejudice to any other rights it may have, and without prior notice or demand for payment, combine, consolidate or merge (in cases of multiple Client Accounts for one Client), or apply or set off all or any part of any money held in any Client Account towards payment of any amount owed by the Client to the Company. For the purposes of this clause 8.6 the Company may effect such charges or repayments at such time or such rates as it may think reasonable and may effect such transfers between such Client Accounts as it considers necessary.

9. CLIENT REPRESENTATIONS AND WARRANTIES

9.1. The Client represents and warrants that on the date of its execution of the Account Agreement:

- (a) the Client has full capacity, power, and authority to engage the Company to provide the Service;
- (b) the Client Money is not and does not comprise Criminal Property or Terrorist Property (both as defined in the Cayman Islands Anti-Money Laundering Rules) and is free from all security interests, liens, charges, mortgages, encumbrances and other third party interests whatsoever (the "Encumbrances"), and the Client undertakes that no Encumbrances will arise from any acts or omissions on the part of the Client other than as agreed between the Company and the Client from time to time;
- (c) unless the Client has notified the Company in writing that the Client is acting on behalf of any third party or parties and has provided the Company with the name or names of the third party or parties concerned, the Client is not receiving the Service on behalf of any third party or parties and is the legal and beneficial owner of the Client Money;
- (d) the Client undertakes not to deal, except through the Company, with any of the Client Money and not to authorise anyone else to deal in the Client Money other than with the prior written agreement of the Company;
- (e) the Client warrants that any information which the Client has provided to the Company in relation to the Client's status, residence and domicile for taxation purposes is complete and correct in all respects, and the Client agrees to provide any further information as the Company may require to perform the Service and/or to enable it to comply with all laws, regulations and/or guidelines that are applicable to the Client or the Company from time to time;
- (f) the Client will notify the Company promptly if there is any material change in any information the Client has provided to the Company pursuant to the Agreement and/or the Service, and will provide such other relevant information as the Company may from time to time request. The Client understands, acknowledges, accepts and agrees that any failure to provide such information may adversely affect the quality and/or scope of the Service provided by the Company and the ability of the Company to provide the Service;
- (g) the Client has not given to the Company any instructions that will require or involve any unlawful act or contain any falsehood and all information given will be accurate and not misleading;
- (h) the Client will comply with all filing requirements in any applicable jurisdiction and pay all taxes and governmental duties payable by the Client in connection with Client Money and provision to it of the Service;
- (i) the Client shall disclose or procure the disclosure to the Company, on request, of any and all information about the Client or concerning Client Money;
- (j) the Client is not subject to any sanctions or in breach of any laws or regulations anywhere in the world;
- (k) the Client will not cause nor permit anything to be done which will or may impose any civil or criminal liability or penalty on the Company or any of its Affiliates; and
- (l) the Client is not an ordinary resident company incorporated under the laws of the Cayman Islands.

9.2. The representations and warranties contained in clause 9.1 will be deemed to be repeated by the Client on each day the Agreement is in force.

10. CLIENT ACKNOWLEDGEMENTS

10.1. The Client understands, acknowledges, accepts and agrees that:

- (a) whilst the Company will exercise reasonable care in the selection of licensed banks with whom Cash Accounts are maintained, the

Company does not give any undertaking or guarantee in relation to the creditworthiness of any such licensed bank and the Company shall not be liable for any acts or omissions by, or the insolvency of, any such licensed bank. Accordingly the credit risk or other relevant risk in respect of monies held on Cash Accounts will be borne solely by the Client;

- (b) whilst the Company will exercise reasonable care in the selection of the intermediaries, financial institutions and financial instrument counterparties engaged in connection with the Cash Equivalent Account and the Cash Equivalent Assets, the Company does not give any undertaking or guarantee in relation to the creditworthiness of any such intermediaries, financial institutions or financial instrument counterparties and the Company shall not be liable for any acts or omissions by, or the insolvency of, any such intermediaries, financial institutions or financial instrument counterparties. Accordingly the credit risk or other relevant risk in respect of monies allocated to a Placement will be borne solely by the Client; and
- (c) when the Company executes a transaction on behalf of the Client with a third party institution, there is always a degree of risk that the third party institution may fail to act upon the instruction given or in the manner expected.

10.2. The Client understands, acknowledges, accepts and agrees that if the Company suspects or has been notified that:

- (a) the Service is being used for illegal purposes;
- (b) there is a dispute over the beneficial ownership of part or all of the Client Money held;
- (c) any Client Money is not owned by the Client;
- (d) any Client Money may be connected to any individual or entity that is the subject of a regulatory or international sanction;
- (e) there is a dispute between the directors and/or officers of the Client; and/or
- (f) there is an insolvency, bankruptcy, winding up or dissolution of the Client,

then, until the matter is resolved to the Company's satisfaction, the Company may freeze the Client Money in whole or in part and refuse to provide the Service. In such circumstances, the Company may take professional advice and neither the Company nor any of its Affiliates shall incur any liability for any Losses suffered or incurred by the Client or any other person.

10.3. The Client understands, acknowledges, accepts and agrees that the Company reserves the right to refuse to provide or continue to provide the Service for the Client on behalf of or for the benefit of any third party or parties at the Company's sole and absolute discretion. The Company may do this without giving the Client any reason.

10.4. The Client hereby acknowledges and agrees that the Client has taken independent tax advice in connection with the Client's obligations and liability (if any) to account to the revenue authorities in the Client's country of domicile or residence in relation to any transactions that are effected in connection with the Service.

10.5. The Client understands, acknowledges, accepts and agrees that where a Client Account has no activity other than charges and interest debited or credited by the Company for a continuous period of at least seven (7) years, or as stipulated within Cayman Islands Anti-Money Laundering Rules, the Company shall make reasonable attempts to communicate with the Client, before having the right to take steps to close the Client Account without further notice.

11. PROPER INSTRUCTIONS

11.1. The Company and its Affiliates may rely upon, and are authorised by the Client to deal with and act upon, instructions, documents and information ("Proper Instructions"):

- (a) given or purportedly given by such persons as have been notified in writing from time to time by the Client to the Company as having authority to give instructions, documents and information on the Client's behalf in respect of the Agreement (and the Company and its Affiliates may rely upon such notification as

being complete and accurate until the Client provides the Company with written notice to the contrary); and

- (b) given (i) through the Online Portal, or (ii) by letter, or email to banking@dmsbank.com (on the proviso that the Company has approved this mode of instruction, in writing and in advance of such instruction, or in circumstances where the Online Portal is unavailable).

11.2. Neither the Company nor any of its Affiliates are under any duty to make any enquiry as to the genuineness or authenticity of any Proper Instructions.

11.3. Neither the Company nor any of its Affiliates shall be obliged to take or omit to take any action pursuant to Proper Instructions where in the opinion of the Company, such Proper Instructions are not sufficiently clear and/or precise or do not contain sufficient information to allow the Company to comply materially with such Proper Instructions.

11.4. Neither the Company nor any of its Affiliates shall incur any liability in respect of any action taken or not taken by the Company or any of its Affiliates in good faith in reliance upon Proper Instructions.

11.5. The Client irrevocably indemnifies each of the Company and its Affiliates (including, for the avoidance of doubt, each Indemnified Person) against Losses suffered or incurred by any of them resulting from any action taken or not taken by the Company or any of its Affiliates in good faith in reliance upon Proper Instructions.

11.6. The Company shall deal with and act upon Proper Instructions in a reasonably timely manner and undertake to use reasonable endeavours to do so, but does not undertake to act on instructions immediately or on the same or next Business Day or to meet any specific deadline (unless otherwise agreed in writing) and shall not incur any liability for any Losses arising by reason of the length of time taken to so act upon such instructions.

11.7. From time to time the Company may be restricted by applicable legal and regulatory requirements and/or internal requirements from accepting instructions from the Client. Should the Company be so restricted, the Company may refuse to accept instructions from the Client without giving any reasons for so doing and the Company shall not be liable for any Losses suffered or incurred thereby.

12. NON-EXCLUSIVITY

12.1. The services of the Company hereunder (including the trusteeship services and the provision of the Services) are not exclusive to the Client and the Company shall be free to provide similar services to other persons. The Company shall not be deemed to have been given notice of, or to be under any duty to disclose to the Client, any fact or thing which may come to the notice of the Company or any of its Affiliates in the course of them providing similar services to other persons or in the course of their respective businesses in any other capacity or in any manner whatsoever.

13. CONFLICTS OF INTEREST

13.1. The Company may, without consulting with or notifying the Client, provide the Service notwithstanding that the Company or any of its Affiliates has a relationship of any description with another person such as to place it in a position where its duty or interest in relation to that other person may conflict with its duty to the Client.

14. LIABILITY AND INDEMNITIES

14.1. To the extent permitted by applicable law and notwithstanding any other provision in the Agreement, neither the Company nor any of its Affiliates shall be responsible for any Losses suffered or incurred by the Client arising out of any act or omission on the part of the Company or any Affiliate in connection with the Agreement, including any Losses suffered or incurred by the Client arising out of:

- (a) any acts or omissions (whether negligent, fraudulent, in wilful default or otherwise) of any licensed bank holding Client Money or through which transactions have been effected;
- (b) the default or insolvency of any licensed bank holding Client

Money; or

- (c) any disclosure made by the Company pursuant to clause 19 of these Terms.

14.2. The Client irrevocably indemnifies the Company and each Affiliate (which includes the partners, officers, directors, employees, consultants and agents of each, and together with the Company and each Affiliate, each an "Indemnified Person") from and against any and all Losses which may be suffered or incurred by the Company or any Affiliate from time to time (calculated on a full indemnity basis) in connection with the performance or non-performance of any of the Company's or Affiliate's duties under the Agreement or in connection with the provision of the Service (including, without limitation, any Losses suffered or incurred as a result of a breach of the Agreement), save where Losses arise as a result of actual fraud or wilful default on the part of the Company or an Affiliate (the "Indemnity"). This indemnity shall continue in force without limit in time, whether or not the Company is continuing to provide the Service and without prejudice to any other indemnity given in the Company's favour. Without limiting the foregoing, the Indemnity shall include Losses arising in connection with:

- (a) any breach or negligent performance of the Agreement;
- (b) the enforcement of the Agreement;
- (c) an Indemnified Person accepting and acting upon Proper Instructions given or purported to be given by the Client;
- (d) any and all taxes and any and all related losses, claims, liabilities, penalties, interest and reasonable expenses (including the fees, charges and disbursements of any counsel for or professional adviser to the Company) incurred by or asserted against the Company by any governmental authority as a result of either:

(i) the failure by the Client to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, the self-certification as to tax status by the Client (and if a non-financial entity, by each controlling person of the Client) and the Client hereby authorises the Company to set off and apply any and all amounts at any time owing to the Client under the Agreement, or

(ii) the Client being a nonparticipating financial institution for the purpose of the intergovernmental agreement currently in force between the United States of America and the Cayman Islands regarding the Foreign Account Tax Compliance Act of the United States of America;

- (e) any claim made against any Indemnified Persons by a third party arising out of or in connection with the Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Client, its employees, agents or subcontractors; or
- (f) any mistakes or defects of the Client when using the Online Portal (including any failure to correctly establish or manage an appropriate security code) or compromised use of the Online Portal as a result of the Client's negligence.

14.3. The Indemnity shall apply whether or not the Company has been negligent or at fault.

14.4. An Indemnified Person shall not in any circumstances whatsoever be liable to the Client or any third party, whether in contract tort (including negligence), breach of statutory duty or otherwise, for any:

- (a) Losses arising from or in connection with such Indemnified Person acting upon Proper Instructions received and reasonably believed by the Indemnified Persons to be duly authorised and delivered;
- (b) loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, or any indirect or consequential damage or loss howsoever arising; or
- (c) Losses arising from or in connection with the any negligent, defective or accidental use of the Online Portal (except to the extent that the Losses are as a direct result of fraud or wilful

default on the part of the Company).

14.5. The Company's or any Affiliate's total liability to a Client under or in connection with the Agreement, whether arising in contract, tort (including negligence), breach of duty or otherwise whatsoever arising out of or in connection with the Agreement shall in all circumstances be limited to the sum of Fees paid by such Client to the Company pursuant to the Agreement in the preceding six (6) months.

14.6. Neither the Company nor any Affiliate shall incur any liability arising by reason of any failure of or delay caused by or lack of availability of the Online Portal or the Company's or an Affiliate's websites, computer systems or communication systems.

14.7. The Company shall not be responsible for any act or failure to act by any licensed bank, intermediary or financial institution at which a Client Account is maintained unless such act or failure to act is caused by the Company's actual fraud or wilful default.

15. LEGAL PROCEEDINGS

15.1. The Company shall not be required to take any legal action on behalf of the Client or in respect of any transaction effected on behalf of the Client unless fully indemnified to its satisfaction for all Losses that may be suffered or incurred by the Company. If the Client requires the Company in any capacity to take any action which in the opinion of the Company might make it, its Affiliates or its delegates liable for the payment of money or liable in any other way the Company shall be kept indemnified in an amount and form satisfactory to it as a prerequisite to taking such action.

16. COMMUNICATION

16.1. The Client hereby authorises the Company to telephone the Client to discuss matters relating to the Service.

16.2. The Company may record telephone conversations and may monitor telephone calls both received by and made by employees of the Company. Any such recordings remain the property of the Company, and may be used by the Company in the event of a dispute. The Company shall have the authority to deliver copies or transcripts of such recordings to any court or regulatory authority of competent jurisdiction as the Company sees fit and the Client hereby waives any objection to the use of any such recordings or transcripts as evidence of any such telephone conversation.

16.3. The Client agrees that the Company may monitor all e-mails or other electronic communication and data to gather information for purposes of security, marketing, statistical analysis and systems development.

16.4. Where telephone calls are made by the Company and recorded for direct marketing purposes, the Company will advise the Client at the beginning of any such call. If the Client does not wish to continue with a direct marketing telephone call, the Client should respond accordingly and the Company will terminate the call.

16.5. The Company will only use the e-mail address provided by the Client for direct marketing purposes where the Client has provided the Company with specific prior consent to do so.

16.6. The Company may use, store, transfer, disclose or otherwise process the Client's personal data for the purposes set out in this clause 16 or as otherwise required by law or regulation applicable to the Company. Such personal data includes but is not limited to all the information relating to the Client provided to the Company in connection with the establishment of a banking relationship pursuant to these Terms, including for the avoidance of doubt the information provided in order to answer the Company's due diligence enquiries and to open one or more Client Account(s).

16.7. The Client's personal data will be processed by the Company in order to without limitation, manage the Client Account (including the provision of statements) and may also be used for assessment and analysis by the Company, to develop and improve the Company's services and to protect the Client's interests.

16.8. The Company reserves the right, and the Client authorises the Company, to transfer the Client's personal data to its Affiliates, to other third party service providers as it may from time to time engage, or to any intermediary or regulated institution with regulatory or compliance obligations in relation to relationships between the Company and

the Client, including but not limited to any nominee, custodian or bank used in the provision of the Service, or in connection with data storage (including but not limited to cloud storage or external data server services), anywhere in the world, including outside the Cayman Islands (the Client understands, acknowledges, accepts and agrees that where such transfer is made in relation to a jurisdiction that is not in the Cayman Islands, that jurisdiction may not have data protection laws in place that are of a similar standard to those in the Cayman Islands).

17. DISCLOSURES

17.1. The Company shall not be obliged to disclose to the Client information:

- (a) the disclosure of which by the Company would or might be a breach of a duty of confidence to any other person;
- (b) which comes to the notice of any of its Affiliates but does not come to the actual notice of the individual(s) responsible for providing the Service to the Client; or
- (c) the disclosure of which by the Company would or might render the Company liable to legal, regulatory or administrative sanctions.

18. COMPLAINTS

18.1. Should you be dissatisfied with any aspects of the Service, you should write to the Company at banking@dmsbank.com or your other usual point of contact. Your complaint will then be dealt with in accordance with the Company's complaints procedures.

19. CONFIDENTIALITY

19.1. Subject always to the provisions of these Terms, the Company shall not disclose to any person any details regarding the Client's transactions or any information relating to the Client (whether acquired before or after the Agreement was contemplated and whether from the Client or a third party) save:

- (a) where the Company is compelled, permitted or required to do so by law or by order of a court or governmental or administrative tribunal or regulatory authority;
- (b) where disclosure of such records by the Company to a third party and/or its advisors is required in connection with any proposed sale, transfer or disposal of any or all the assets or business of the Company;
- (c) where disclosure is made at the Client's request or with the Client's consent, or if otherwise permitted by these Terms;
- (d) where disclosure is to an Affiliate;
- (e) where failure to make such disclosure would in the opinion of the Company be prejudicial to the interests of the Company or any of its Affiliates; or
- (f) where disclosure is made in accordance with clause 7.2 or clause 19.2.

19.2. The Company may at any time process and/or disclose information about the Client, the Client Money and/or the Client's transactions for the following purposes:

- (a) to facilitate or otherwise assist in the provision of the Service (including the provision of information to (i) licensed banks with whom Cash Accounts are, or are to be, established, and (ii) intermediaries, financial institutions and other financial instrument counterparties in connection with a Cash Equivalent Account or a Cash Equivalent Asset), or to delegates appointed by the Company from time to time;
- (b) to service any of the Client's other relationships with any Affiliate;
- (c) to provide the Client with information regarding products and services that the Company believes may be of interest to the Client. If the Client does not wish to receive this information the Client must notify the Company in writing;
- (d) to meet the Company's and/or any Affiliates' regulatory and/

or financial and/or other reporting obligations in the Cayman Islands or elsewhere; or

- (e) for the purposes of fraud prevention.

20. ASSIGNMENT

20.1. The Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the Company.

20.2. Subject to any applicable laws, regulations or rules, the Company may, with 30 days' notice, assign its rights and obligations under the Agreement to an Affiliate or any third party.

21. ACCOUNT CLOSURE, TERMINATION AND CONSEQUENCES OF TERMINATION

21.1. If the Agreement is ended in accordance with this clause 21, the Client Accounts will be closed and all other ancillary agreements between the Client and the Company will also end.

21.2. The Client shall be obliged to settle all fees, commissions and other charges owed to the Company.

21.3. The Company has the right to deduct any outstanding interest and/or charges that have not yet been applied to the Client Accounts and shall be entitled to collect such amounts, before returning the outstanding balance(s) to the Client. If someone tries to make a payment into a Client Account after it has been closed, the Company will take reasonable steps to return the payment to them.

21.4. The Client acknowledges that termination of the Agreement and/or the closure of a Client Account must be approved and instructed in writing to the Company by a Director of the Company, as authorized by the Client's Articles of Association to operate the Client Accounts in such a manner at the date of closure, and in accordance with and subject to such terms and conditions as may be prescribed by the Company for such Client Account (as each may be amended, supplemented and/or substituted from time to time).

21.5. The Company may refuse to provide the Service or to accept monies or decide to withdraw the provision of the Service at any time, at the Company's sole and absolute discretion without giving any reason whatsoever. Should the provision of the Service be withdrawn, the Company shall incur no liability for any Losses that the Client may sustain.

21.6. The Agreement may be terminated by (i) the Company at any time immediately on written notice effective on receipt (or at such later time as specified in such notice), or (ii) the Client on 30 days' written notice effective on receipt (or at such later time as specified in such notice).

21.7. Upon termination of the Agreement for any reason, the Company shall return the Client Money to the Client, such that the Company no longer acts as bare trustee in respect of that Client Money.

21.8. The Agreement shall terminate automatically in the event that:

- (a) a trustee in bankruptcy, receiver, administrative receiver, administrator or liquidator is appointed in respect of the Client or any of its property, or the Client or any of its property is subject to any other equivalent procedures in any jurisdiction;
- (b) the Client is, or is deemed to be, unable to pay its debts as they fall due or is deemed to be insolvent under the laws of any jurisdiction to which the Client is subject;
- (c) a distress has been levied upon or other execution has been effected against the whole or any part of the property of the Client;
- (d) the Client takes up residence, or is or is deemed to be resident, in a country where the Company is not permitted or authorised to provide services to residents of that country; or
- (e) any statute, regulation or other enactment in the Cayman Islands or any other applicable jurisdiction renders the provision of all or any part of the Services unlawful.

21.9. Termination of the Agreement shall be without prejudice to the completion of any transactions already in the process of being arranged. After the termination takes effect, the Company shall not accept any monies and will not arrange any further transactions on behalf of the Client.

21.10. The Client understands, acknowledges, accepts and agrees that in the event that the Agreement is terminated then the Client will be required to provide the Company with instructions as to where to transfer any Client Money that is held at that time. Should the Client fail to provide the Company with such instructions, then all Client Money will be held by the Company as bare trustee and the Company will be entitled to levy charges for so doing.

21.11. No penalty will be imposed on the Client on termination of the Agreement but the Company shall be entitled to charge the Client (i) any remuneration, fees or expenses which may be outstanding, (ii) for any expenses necessarily incurred by the Company in terminating the Agreement or directly attributable to the termination of the Agreement, and (iii) for any Losses necessarily realised in settling or concluding outstanding transactions.

21.12. To the extent permitted by law, clauses 14 and 19 will continue in full force and effect (together with any other provisions necessary to make them operable) despite termination of the Agreement.

22. NOTICES

22.1. Any notices given pursuant to these Terms shall be delivered to:

- (a) the Company, at its registered office; and
- (b) the Client, at the last address shown in the records of the Company or, if deemed appropriate by the Company in its sole discretion, by publication on the Website,

and may be sent by email or by prepaid post and shall be deemed to be received in the case of email immediately and in the case of prepaid post 72 hours after posting.

23. CUSTOMER DUE DILIGENCE

23.1. The Company is required to obtain and maintain sufficient client information to satisfy itself as to the identity, nationality, residency, source of funds and source of wealth of all new, existing and re-activated clients. The Company may therefore require at any time that the Client completes specific compliance related information and/or formalities prior to the Service being provided. The Company reserve the right to take all appropriate measures including freezing the Client Money or terminating the relevant Client Account if the Company is unable to or is prevented from completing satisfactory due diligence procedures within a reasonable period in respect of the Client. The Company reserves the right to charge additional fees on a time spent basis if the Company is required to freeze, monitor or terminate an account in default of any of the above requirements.

23.2. The Client agrees to notify the Company should the Client change any of the Client's contact details (including without limitation relocating to a different country). The Client acknowledges that such notification may result in the Company requiring additional or enhanced due diligence information and may prevent the Company from being able to continue to provide the Service to the Client.

24. MISCELLANEOUS

24.1. The Client understands, acknowledges, accepts, agrees and confirms that the Client has not in entering into the Agreement, relied on any representation or documents other than as contained in the Agreement.

24.2. If any provision or clause of these Terms is or becomes void or unenforceable in whole or in part it shall not affect the invalidity of the remaining provisions and clauses of these Terms.

24.3. The relationship between the Client and the Company in respect of the Service is as described in the Agreement, which supersedes all previous agreements between the Parties (if any) concerning that relationship. For the avoidance of doubt, in performing its obligations under this Agreement, the Company is acting solely for and on behalf

of the Client and no contractual or service relationship shall be deemed to be established hereby between the Company (or an Affiliate) and any other person.

- 24.4. The Company shall have no duties or responsibilities whatsoever, except such duties and responsibilities as are specified in the Agreement, and, subject to applicable law or regulation, no covenant or obligation shall be implied against the Company in connection with the Agreement.
- 24.5. These Terms may be amended from time to time by the Company giving notice to the Client and clause 22 shall apply to such notice.
- 24.6. These Terms shall be binding upon the Client and its permitted assigns (if any) and its successors in title.
- 24.7. The failure of the Company to exercise any right or remedy provided by these Terms or by law or any delay in the exercise thereof shall not constitute a waiver of such right or remedy or any other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law shall prevent any further exercise of such right or remedy or the exercise of another right or remedy.
- 24.8. Neither the Company nor any of its Affiliates shall be liable to the Client in respect of any delay in performing or inability to perform the Service or loss of or damage to any documents in the possession of the Company arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, an act of God or public enemy, war, insurrections or riots, fire, flood, explosion, earthquake, hurricane, accident, epidemic or quarantine restrictions, acts of government or any other governmental agency, strikes, labour cessation, slow-down or interruption of work due to any other cause (whether of the kind mentioned in this sub-clause 24.8 or not) and the Company shall not be liable or have any responsibility of any kind for any Losses suffered or incurred by the Client.
- 24.9. The Parties hereby agree that each Affiliate who is not a party to these Terms (a "Third Party") has the express right to enforce the contractual terms comprising these Terms pursuant to the terms of The Contracts (Rights of Third Parties) Law, 2014. Notwithstanding any term of these Terms, the consent of or notice to any Third Party shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms at any time.
- 24.10. References in the Agreement to actual fraud or wilful default mean a finding to such effect by a competent court in relation to the conduct of the relevant party.

25. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the Cayman Islands and the Client hereby submits to the exclusive jurisdiction of the Courts of the Cayman Islands in all matters relating to the Agreement.