STUARTS HUMPHRIES

Terms and Conditions

November 2026 Edition

These terms and conditions of engagement ("**Terms and Conditions**"), together with our letter of engagement with you (if any), sets out the terms on which we, Stuarts Humphries and our affiliated companies, Stuarts Corporate Services Ltd. and Southern Management Services Ltd. (together "**Stuarts**") accept your instructions to act. If there is any conflict between any letter of engagement and these Terms and Conditions, the engagement letter shall prevail.

1. General

1.1 Stuarts is a limited liability company recognised under The Legal Practitioners (Incorporated Practice) Regulations, (as Revised) (the "**Regulations**") and carries on business in accordance with the Regulations.

1.2 We are Cayman Islands attorneys at law and unless we specifically agree in writing with you our advice is limited solely to the laws of the Cayman Islands and not in relation to the laws of any other jurisdiction. Unless we specifically agree in writing we do not provide tax advice. We do not provide investment advice. We do not advise on accounting, valuation, investment performance, commercial suitability or business strategy matters. We are not under any duty to advise on the commercial issues relating to any matter or to the commercial substance of any documentation in relation to such matter. The advice given by Stuarts shall not be regarded or construed as supporting or recommending a commercial decision or a given course of action in any way. Any course of action and the results thereof are to be entirely determined by you. Our advice is provided solely on the basis of Cayman Islands law as in force on the date of the advice. Unless expressly agreed in writing, we have no obligation to monitor or advise you of subsequent changes in law, regulation, regulatory guidance or market practice following delivery of our advice. We do not provide any guarantee or assurance as to the outcome of any matter.

1.3 Where applicable, we assume that you have obtained, or will obtain, appropriate professional advice as to, and are in compliance with, all relevant laws and any other specific requirements other than the Cayman Islands to which this engagement relates.

1.4 We will rely on you to supply, in a timely manner, all instructions, information and documentation needed by us to act on your behalf. We will rely on you to inform us of any changes to those instructions, that information or to those documents or to any other relevant circumstances. You must ensure that such information and documentation is and remains true, accurate and complete in all respects and at all times and is otherwise not misleading. We are not under any obligation to independently verify the truth, accuracy or completeness of information and documentation you supply to us except where we otherwise specifically agree in writing to do so. You shall promptly notify us of any material change in your ownership, control, constitutional documents, directors, officers, authorised signatories, beneficial ownership, source of wealth, source of funds or any other matter relevant to our engagement or our legal or regulatory obligations. You acknowledge that our advice may be affected materially by any inaccurate, incomplete or outdated information supplied to us and we shall have no liability arising from reliance on such information.

1.5 Unless we explicitly state otherwise in our advice, or we otherwise agree in writing, any advice that we provide is for your benefit alone for the purpose of this engagement (or to an identified underlying client of a professional who is instructing us on their behalf). Unless we expressly agree otherwise, the advice is not to be disclosed to, used or relied upon by third parties. We accept no responsibility for any consequences arising from reliance upon our advice by any person other than you. Any consent given by us to disclosure shall not create any duty, liability or obligation to such third party unless expressly agreed in writing. Where our advice, documents or work product are provided for submission to any governmental authority, regulator, court or other body, such material is prepared solely for your purposes and does not constitute advice to, or create any duty owed to, such authority or any other person.

1.6 Except for our directors, attorneys and employees and former directors, attorneys and employees each of whom shall be entitled to enforce the provisions of these Terms and Conditions which is expressed or intended to confer a benefit or protection on them, a person who is not a party to these Terms and Conditions has no right to enforce any term of these Terms and Conditions.

1.7 Each of us is a separate party and nothing in these Terms and Conditions is intended, or shall be deemed, to establish a joint venture or partnership between Stuarts and you.

1.8 Our advice is given on the basis of the laws in force in the Cayman Islands at the date of the advice. Unless you expressly instruct us in writing to do so we are under no obligation to advise in relation to subsequent changes in the laws of the Cayman Islands and the effect, if any, on you. It is possible that changes may occur in the law and its interpretation before our advice is acted upon. We accept no responsibility for any changes in the law or its interpretation that occur subsequent to our advice being delivered to you.

1.9 The advice or other legal services provided by us is to be used for the purposes of the matter for which we are engaged, and we are not responsible for its use for a different purpose or in a different context.

1.10 In order to communicate with you efficiently we will use telephone, post, e-mail and various forms of electronic communication. Various forms of communication all have certain potential risks associated with them and we shall not be liable for (i) any delay, misdirection, interception, corruption, loss or failure, or for any unauthorised redirection, copying or reading, of any communication sent by post or e-mail or (ii) the effect on any computer system of any e-mail or e-mail attachment or virus that may be transmitted to us. Communications may also take place using secure client portals, electronic signature platforms, encrypted messaging applications and video conferencing platforms including Microsoft Teams, Zoom or similar technologies. Whilst we employ reasonable security measures, no method of electronic communication or transmission of information can be guaranteed to be completely secure. Our bank account details will not be changed solely by e-mail. You must independently verify any payment instructions by telephone or other previously verified means before remitting funds. We

accept no responsibility for losses arising from fraudulent payment instructions where reasonable verification procedures have not been followed.

1.11 We may accept instructions given to us by or on behalf of you by your professional advisers or agents or service providers in relation to this engagement. We are entitled to assume, unless and until advised to the contrary, that whoever gives us instructions has authority to do so.

1.12 We reserve the right to amend and vary these Terms and Conditions from time to time, including during the course of the provision of legal services, without your prior consent. These Terms and Conditions and any future amendments and variations will be published on www.stuartslaw.com by way of public notice to all current and prospective clients. On the basis of such publication you shall be deemed to have agreed to these Terms and Conditions and all such amendments and variations.

2. Instructing counsel and other experts

It may become necessary during the course of a matter to instruct counsel or other experts. If so, we will discuss this with you at the time and suggest who might be suitable and the costs likely to be involved. In all such circumstances, you will be liable for such counsel's or expert's fees and disbursements.

3. Our fees

3.1 Information about the basis of calculating the fees payable to us is set out in our letter of engagement.

3.2 We reserve the right at our sole discretion to allocate and re-allocate work to such member(s) of our staff as we deem appropriate.

3.3 Hourly rates where referred to in the engagement letter are reviewed periodically. We will notify you of applicable changes as soon as practicable after new rates have been set.

3.4 Although we may charge on a time spent basis, our hourly rate or any fixed fee arrangement may be adjusted, based upon what we regard as being fair and reasonable having regard to all the circumstances of the transaction to reflect the special factors or in the case of an opinion letter, the liability assumed by Stuarts. These factors, where relevant, are as follows:

- the complexity of the matter or the difficulty or novelty of the questions raised;
- the skill, labour, specialised knowledge and responsibility involved;
- the time spent on the business;
- time spent by senior attorneys, directors, specialists or personnel with particular expertise;
- the number and importance of the documents prepared or perused;
- the place where and the circumstances in which the business or any part thereof is transacted;
- the amount or value of any money or property involved;
- the importance of the matter to the client and its urgency; and
- responsibility assumed by us, including professional, regulatory or reputational risk.

3.5 Costs and disbursements incurred by us on your behalf (such as stamp duty, search fees, barristers' fees and all other disbursements) will be chargeable in addition to our fees, as will any expenses of travel, photocopying, delivery services and any other expenses incurred on communications. Disbursements in relation to photocopying, telephone charges and online resources may in our sole discretion be charged on a standardised basis.

3.6 Where our client consists of more than one person, each such person agrees that it shall be jointly and severally liable for all the liabilities of the client pursuant to these Terms and Conditions. Stuarts is therefore entitled to recover the full amount of our fees and disbursements from any one or more such person(s). Where we are instructed by or on behalf of a client in its capacity as trustee of a trust, the client, in its own capacity, agrees to pay all of our fees and disbursements not paid by it in its capacity as trustee.

3.7 We reserve the right to revise our fees, staffing, assumptions, estimates and the scope of this engagement where the nature or scope of the instructions changes or additional work becomes necessary.

4. Estimates

Estimates of our fees and disbursements are given for guidance only on the basis of information known to us at the time the estimate is given. As any estimate is only an estimate, our actual fees and disbursements (if applicable) may be higher or lower than such estimate. Any estimate provided by us is not a quotation, fixed fee or cap unless expressly stated

5. Your right to set a limit on fees and other charges

You have the right, on giving us written notice, to request a limit on our fees and disbursements. Following written agreement to such limit, we will notify you if that limit is reached to ask you whether you wish us to continue work (subject to a revised limit) or to cease work. It is not, however possible to limit your potential liability in relation to the other side's costs in litigation.

6. Delivery of bills

6.1 In the absence of any specific written agreement about when we will deliver bills to you, we are entitled to deliver interim bills whenever we consider appropriate.

6.2 A final bill will be delivered when a matter is concluded.

7. Payment of bills by third parties

7.1 In the event that you have agreed with a third party that they will be responsible for your legal costs, you should immediately inform us and provide us with such details of the third party as we may reasonably require. We may require the third party to also agree to provide such information and documentation as we consider necessary to satisfy our know-your-client, anti-money laundering, source of funds and other

legal and regulatory obligations, and these Terms and Conditions before we act for you.

7.2 We reserve the right, should the third party fail to pay our bills in accordance with the terms agreed between us, to seek payment directly from you as our client.

8. Payment of our Bills and Interest on Late Payments

8.1 We may at any time require from you reasonable sums on account of anticipated or accrued fees and disbursements. We reserve the right to appropriate such sums received by you (or from any other money we receive on your behalf) to pay for disbursements we have incurred on your behalf, to pay any sums shown in any bills delivered to you or to pay any other sums which you are first informed about in writing. We may require replenishment of any retainer or advance payment where amounts held fall below a level reasonably determined by us.

8.2 Our bills are due and payable on delivery. If you do not make payment within 30 days of delivery, we may:

- charge interest on any amount billed and unpaid, calculated from the date of delivery of the bill, at the rate of the lesser of (i) 1% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law;
- terminate entirely our services provided to you until payment is received on past due invoices;
- retain documents and papers belonging to you, together with our own records; and/or
- charge all fees and other costs and expenses incurred by us in seeking to obtain settlement of our bill.

8.3 The rights set out in this clause 8 are without prejudice to our rights to cease or suspend work in accordance with the terms of clause 13.

8.4 We reserve the right to suspend work immediately where compliance with applicable anti-money laundering, sanctions or regulatory requirements prevents us from continuing to act, irrespective of whether any invoice remains outstanding.

8.5 Suspension or termination of services shall not affect your obligation to pay all fees and expenses owed.

9. Contentious matters

9.1 If you are successful in any proceedings, it may be that you will obtain an order for the payment of your costs by another party. Such an award is at the discretion of the court. Even if you win and obtain a costs award, your opponent will probably not be ordered to pay the full amount of the charges you are to pay to us. Your opponent may fail to pay any sum for which you have been given judgment and any costs awarded to you. If you instruct us to pursue collection, you will incur further charges with us, all or part of which may also never be recovered from your opponent. You are liable to us for your costs incurred with us whether or not the litigation results in an order in your favour and, if any order is made in your favour, whether or not it is complied with and whether or not any costs or damages you have been awarded are recovered.

9.2 If you lose proceedings, you will probably be liable to pay your opponent's costs, as well as having to pay us. The Court may, however, make a different costs order, including ordering that each party bear its own costs or that you pay only part of your opponent's costs.

9.3 You may also be required to make payments towards your opponent's costs during the proceedings, including pursuant to an interim or other costs order. The Court may also require you to provide security for the costs of another party as a condition of continuing with the proceedings.

9.4 You are also responsible for all fees, costs and expenses of barristers, experts, consultants, process servers, foreign lawyers and other third parties engaged on your behalf in connection with the proceedings, whether or not those costs are recoverable from another party.

9.5 Where a third party has agreed or is expected to reimburse or pay any of your legal fees or expenses, you remain responsible to us for all fees, disbursements and other amounts due to us, whether or not such amounts are reimbursed or paid by the third party. Our fees and disbursements remain payable notwithstanding that any matter, transaction or proceeding does not proceed to completion or is otherwise terminated.

9.6 We may require you to provide or replenish a retainer or advance payment on account of anticipated fees and disbursements. If you fail to provide or replenish any retainer or advance payment when requested, we reserve the right to suspend or cease work until the required amount is received.

9.7 We reserve the right, at our discretion, to take such steps as we consider appropriate to recover any amounts due to us, including but not limited to, referring or assigning any unpaid debt to a third-party debt collection agency or other person for recovery, or commencing debt recovery proceedings against you in the Cayman Islands or in any other jurisdiction in which you are resident or have assets. You will be responsible for all reasonable costs and expenses incurred by us in recovering such amounts, to the extent permitted by law.

10. Interest on money held

10.1 Money held on your behalf will not usually be held on an interest-bearing account. We will not be responsible for paying interest on such monies. If you specifically request that such monies are held in an interest-bearing deposit account, we may, at our discretion and subject to applicable legal, regulatory and banking requirements, arrange for such monies to be held in an interest-bearing account. In such instance, any interest earned will be added to the money held, less any associated bank charges, fees, costs and expenses.

10.2 We accept no liability for any monies held on your behalf which are not readily available as a result of the failure, insolvency or illiquidity of a financial institution with which such monies are deposited, or any restriction imposed by that financial institution on access to such monies. In such

circumstances, our liability shall be limited to the amount, if any, which we are able reasonably to recover from the relevant financial institution.

11. File management

11.1 At the end of a matter, we normally store the files relating to that matter for a reasonable period (which will be at least six years or such longer period as may be required by applicable law, regulatory requirements or our document retention policies). No charge is made for such storage. Files may be retained in electronic form only. Our rights in respect of any lien or right of retention are set out in the section titled Lien. During the storage period, we may charge you for retrieving a file and sending you copies or originals of any of the papers which are your property.

11.2 Original documents may be returned to you, securely destroyed or otherwise dealt with in accordance with our document retention policies. During the applicable retention period, we may charge you our reasonable costs of retrieving, reproducing or delivering a file or any documents contained in it, including copies or originals of documents which are your property, subject to any lien to which we are otherwise entitled at law and any applicable legal or regulatory requirements.

11.3 We may provide documents from the file in electronic form where reasonably practicable. We are not obliged to provide duplicate copies of documents previously provided to you or which are otherwise reasonably available to you. We may charge you for any time, costs and expenses incurred in retrieving, reproducing or delivering files or documents at your request.

11.4 Following expiry of our applicable retention period we may securely destroy or otherwise dispose of files without further notice unless applicable law, regulatory requirements or our document retention policies require us to retain them for a longer period.

11.5 Where we hold any documents, deeds, certificates or other property for safekeeping at your request, such items are held subject to our applicable legal and professional obligations and at your risk. We shall not be responsible for any loss of or damage to such items except to the extent caused by our actual fraud or wilful default.

11.6 You should retain copies of all original documents and other materials delivered to us for safekeeping or in connection with our engagement.

12. Our liability

12.1 You agree that any claim of any kind arising out of or in connection with this engagement either directly or indirectly or as a result of any act or omission by us (whether within the scope of our engagement or otherwise) shall be brought only against Stuarts and that no claims of whatsoever nature will be brought personally against any director, attorney or employee or any former director, attorney or employee of Stuarts.

12.2 You agree that our maximum aggregate liability in respect of all claims for breach of contract or breach of duty or fault or negligence or otherwise arising out of or in connection with this engagement either directly or indirectly or as a result of any act or omission by us (whether within the scope of our engagement or otherwise), brought by you or without limitation your assignees or successors or any person acting on your behalf or any third party shall be limited in total to the lesser of either (i) the aggregate amount of the professional indemnity cover maintained and available by Stuarts from time to time irrespective of both the number of such claims and of the number and identity of the persons making such claims or (ii) three times the legal fees paid by you to us on the relevant matter to which such claim relates. Without limiting the foregoing, we shall not be liable for:

(a) indirect or consequential loss;
(b) loss of profits, revenue, opportunity, anticipated savings or goodwill;
(c) losses arising from cybercrime, fraud, phishing or other criminal acts committed by third parties except to the extent caused by our actual fraud or wilful default;
(d) losses resulting from changes in applicable law or regulatory practice occurring after our advice has been delivered.

12.3 You acknowledge that cyber threats, including phishing, ransomware, business e-mail compromise and other forms of electronic fraud, are ongoing risks. You agree to implement reasonable security procedures, including verification of payment instructions and communications purportedly from us. You acknowledge that we shall not be responsible for any loss arising from your failure to comply with such procedures, except to the extent caused by our actual fraud or wilful default.

12.4 You may have other advisers acting for you on a matter as well as ourselves in circumstances where you have agreed to a limitation of their liability. In these cases, our aggregate liability to you in respect of any breach of contract or breach of duty or default or negligence or otherwise arising out of or in connection with this engagement either directly or indirectly or as a result of any act or omission by us (whether within the scope of our engagement or otherwise), shall be limited to that proportion of the loss or damage (including interests and costs) suffered by you which is attributed to us by a court of competent jurisdiction having regard to the contribution to such loss and damage by any other person but subject always to the limitation set out in clause 12.2 above. You agree that this will remain the position even if it means you may not be able to recover a part of any loss for which we might otherwise have been liable.

12.5 Any claim for breach of contract, breach of duty or fault or negligence or otherwise arising out of or in connection with this appointment either directly or indirectly or as a result of any act or omission by us (whether within the scope of our appointment or otherwise), brought by you or without limitation your assignees or successors or any person acting on your behalf or any third party shall be brought against us within one year of the act or omission alleged to have caused the loss or damage in question. If the claim is not brought within this period, it shall be deemed to have been waived and abandoned in all respects.

12.6 You agree that the provisions of this clause 12 shall not be affected by the completion or termination of our

engagement (whether or not pursuant to clause 13) and that the provisions of this clause 12 shall continue in full force and effect notwithstanding any such termination.

12.7 No provision of this clause 12 shall apply to any liability or responsibility which we are restrained by law from seeking to limit or exclude.

12.8 You agree to indemnify us and any subsidiaries, affiliates, directors, attorneys and other officers, shareholders, servants, employees, agents or any former director attorney or employee of Stuarts ("**Indemnified Person**") and keep us indemnified and each other Indemnified Person from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, claims, demands and suits (including without limitation, costs (including legal costs), expenses or disbursements) of any kind or nature whatsoever which may be imposed on, incurred by or asserted against any of the Indemnified Persons howsoever arising (other than by reason of actual fraud on the part of such Indemnified Person) in connection with the provision of services to you.

13. Cessation or suspension of work

13.1 We will have the right to cease work and terminate this engagement (or, at our option, to suspend work) by giving you notice in writing sent by e-mail or to your last known address or orally if:

- any bill remains unpaid for more than 30 days after delivery to you, or for any shorter period which may be reasonable in the circumstances;
- you fail within 14 days (or such lesser period as may in the circumstances be reasonable) to pay any money required of you on account of costs under the terms of clause 8.1 above;
- without good reason you fail to give us information or instructions in a timely manner between you and us;
- you fail to comply with any request to provide due diligence information or any information requested pursuant to any anti-money laundering requirements or practices or procedures in force or applicable in the Cayman Islands from time to time;
- we consider there to be a real risk of non-payment of our fees and disbursements;
- sanctions concerns arise affecting you or any related person;
- we are unable to satisfy our legal or regulatory obligations;
- continuing to act would expose us to legal, regulatory, reputational or professional risk which we reasonably consider unacceptable or would otherwise be inconsistent with our professional obligations or internal risk management requirements; and/or
- any other circumstances arise which, as a matter of law or practice, entitle us to terminate our engagement.

13.2 In the event that we terminate this engagement in accordance with the terms of clause 13.1, we will, where so entitled, retain any intellectual property rights and ownership of all work we have undertaken in relation to the matter, including without limitation, file notes, memoranda and other similar items prepared by ourselves. Likewise, we will, where so entitled, retain sole ownership of the same during any period for which we suspend work in accordance with clause 13.1.

14. Resolving problems and complaints

14.1 The attorney who is responsible for your matter is also responsible for ensuring that you receive a high quality of service.

14.2 It is our policy to investigate complaints or any expressed dissatisfaction in relation to our conduct of a matter fully and promptly and to this end we run an internal complaints handling system.

14.3 If you have a complaint relating to the work being carried out for you, you should raise the issue with the attorney responsible for the matter.

14.4 If you are not satisfied, or if it is inappropriate to raise the issue with the attorney responsible, you should make a formal complaint in writing addressed to the managing director of Stuarts, giving full details of the nature of your complaint.

14.5 The managing director, or another director nominated by him or her, will then look into the matter and aim to send you a substantive written response as soon as reasonably practicable after receiving your complaint.

15. Confidentiality

15.1 You waive all rights of confidentiality with respect to any disclosure which we make pursuant to any applicable law or regulation or which we reasonably believe is in our best interests to make. You consent to such disclosures and waive, to the extent permitted by law, any duty of confidentiality to the extent necessary to permit such disclosure. You expressly permit Stuarts to transfer your information to another jurisdiction as part of our disaster recovery plan and consent to any consequential disclosure and processing of such information, subject to applicable data protection requirements.

15.2 You expressly permit Stuarts to share any information with our affiliated entities and with third-party service providers engaged by Stuarts in connection with the provision of its services. We reserve the right to record telephone conversations or meetings (on line or at our offices) at our sole discretion to enable us to keep accurate records thereof, training, quality assurance, risk management or compliance with our legal or regulatory obligations. You consent to such recording to the extent permitted by applicable law. No prior notification is required or will be given before such rights are exercised by us and you consent to all such recordings. Any such recordings belong to Stuarts and do not form part of the client file. We may disclose information where required or permitted by law, regulation, court order, any competent regulatory authority, sanctions or our professional obligations. We may use reputable third-party technology providers in connection with the delivery of our services, provided that appropriate contractual confidentiality and data protection obligations are maintained.

15.3 You agree that Stuarts, its directors, attorneys and employees shall not be liable for any disclosure made in

accordance with these Terms and Conditions or otherwise made in accordance with applicable law, regulation, court order, regulatory requirement or professional obligation, except to the extent resulting from our actual fraud or wilful default.

15.4 We may consult with internal or external legal counsel regarding any professional, ethical, regulatory or legal issue arising out of or in connection with this engagement. Any such communications shall be subject to legal professional privilege where applicable and shall remain confidential and shall not be subject to disclosure to you.

16. Force Majeure

We will not be liable to you for any failure or delay in performing any of our obligations to you due to causes beyond our reasonable control including, without limitation, hurricane, earthquake, fire, natural disaster, epidemic, pandemic, flooding, interruption in telephone, e-mail or other communication services, power outage, government

intervention or action, war, cyber-attacks, ransomware incidents, failure of cloud service providers, telecommunications outages, internet disruption, data centre failures or other technology or infrastructure failures beyond our control.

17. Due Diligence

17.1 We are required to comply with comprehensive anti-money laundering requirements on an ongoing basis, which may vary from time to time. Such requirements include, but are not limited to, client identification procedures. These procedures apply to both existing and new clients. Our procedures will, amongst other things, include gathering information and documentation on prospective clients (and related parties) to verify the identity and address of a prospective client (and related parties) and source of funds and the source of wealth. You are required to immediately notify us of any material changes to any information in the documentation provided including a change in beneficial ownership or control of the client (or related parties). As noted above, the foregoing due diligence also applies to existing clients and we may require updated or additional information and documentation at any time. We may request updated information and documentation from time to time. Our due diligence procedures may include, without limitation, enhanced due diligence, sanctions screening, politically exposed person screening, adverse media screening, source of wealth enquiries, source of funds enquiries and ongoing monitoring as required by applicable law or our internal risk policies. We may also apply our internal client acceptance, conflicts, sanctions, cybersecurity, anti-money laundering, fraud prevention, risk management and other internal policies in addition to applicable legal or regulatory requirements.

17.2 We will carry out compliance checks using such resources as we determine appropriate which may include using software, electronic databases and online resources. We may also carry out credit checks. We may use third-party electronic verification providers and international compliance databases in carrying out such checks. You acknowledge that information obtained from such resources may be incomplete, inaccurate or out of date, and we shall not be responsible for any loss arising from our reasonable reliance on such information, except to the extent resulting from our actual fraud or wilful default.

17.3 You agree to provide any information to us, or comply with any procedures, as we may reasonably require. We may suspend or terminate our engagement immediately if:

(a) requested information is not provided;
(b) we cannot satisfactorily complete our due diligence;
(c) sanctions concerns arise;
(d) continuing to act would breach applicable law or regulatory obligations;
(e) the engagement otherwise falls outside our risk appetite; or
(f) we reasonably consider that continuing to act may expose us to legal, regulatory, professional, reputational or other unacceptable risk.

17.4 You warrant that all information and documentation supplied to us is complete, accurate, current and not misleading.

17.5 You warrant that all personal information provided to us has been collected and disclosed lawfully and that all required notices and consents have been obtained and that you have complied with all applicable data protection and privacy laws in providing such information to us.

17.6 We shall not be liable for delays, increased costs or adverse consequences arising from your failure to provide timely instructions or information or from any delay resulting from our compliance with applicable legal, regulatory, professional, anti-money laundering or sanctions requirements.

17.7 Instructions may be given electronically and documents may be executed electronically unless prohibited by applicable law. We may rely on instructions received electronically which we reasonably believe to be genuine and authorised, and you accept the risks associated with electronic communications and instructions, subject to our obligations under applicable law and professional requirements.

17.8 We may rely upon information obtained from public registers, governmental authorities, regulators and third parties without independent verification and, unless otherwise agreed in writing, we are not obliged to independently verify such information.

17.9 Where we are required or permitted by applicable law or regulation, or where we reasonably consider that disclosure may prejudice any investigation, regulatory process or other legal, compliance or risk-management process, to refrain from disclosing information concerning the reasons for any request for information, suspension, refusal or termination of our engagement, you acknowledge that we may be unable to provide you with the reasons for such action.

18. Conflict of Interest

18.1 It is a condition of our acting for you that you agree that we may represent, now and in the future, existing or new clients in any matters that are not substantially related to our work for you. We may represent such clients' interests in those

other matters even if they are directly adverse to you or any of your affiliates. You acknowledge and agree that our representation of you does not give you any right to exclusivity and that we may act for clients whose interests are adverse to you or your affiliates in unrelated matters.

18.2 By accepting these Terms and Conditions you are agreeing to waive any conflict of interest that arises in such situations.

18.3 Without your prior written consent, we will not represent another client directly adverse to you in a specific legal matter if we have obtained confidential information from you that is material to that matter.

18.4 In order to minimise the likelihood of a conflict arising, you must notify us as soon as possible after you become aware of a potential conflict, or situation that may give rise to a conflict.

18.5 You acknowledge that our duties of confidentiality to other clients may prevent us from disclosing to you information concerning those clients or their affairs, including the fact or circumstances of our representation of them, and you agree that you will not require us to disclose any such information to you.

18.6 Where appropriate, we may establish and maintain information barriers or other internal arrangements to protect confidential information and manage actual or potential conflicts of interest. Such arrangements may apply in circumstances including, without limitation, competing transactions, acquisitions, restructurings, insolvency proceedings, negotiations involving competing parties or purchasers, or other circumstances in which the interests of two or more clients may be adverse or potentially adverse.

18.7 Nothing in this clause requires us to accept or continue to act for you or any other client where doing so would give rise to a conflict which we are prohibited from accepting or continuing to act on under applicable law, professional obligations or our internal policies.

19. Waiver

Any delay or failure to exercise or enforce these Terms and Conditions will not affect or restrict any of the rights and powers arising hereunder. We will only be taken to have waived or released our rights under these Terms and Conditions if we have confirmed such release in writing to you.

20. Data Protection

20.1 We may collect, use, store and otherwise process your personal information in accordance with our Privacy Policy which is published on our website by public notice at https://www.stuartslaw.com/site/help/privacy/.

You acknowledge and agree that we may process and store personal data using secure cloud-based systems and third-party technology providers located inside or outside the Cayman Islands where appropriate safeguards are maintained.

20.2 Our Privacy Policy may be amended and varied from time to time and on the basis of such publication you shall be deemed to have agreed to our Privacy Policy and all such amendments and variations. Whilst we use all reasonable efforts to secure your personal data, no information system is absolutely secure. To the fullest extent permitted by applicable law, we do not guarantee the security of information transmitted over the internet or through networks or systems outside our control and shall not be responsible for any loss or damage arising solely from the interception, unauthorised access to or compromise of such information while it is transmitted through such networks or systems, except to the extent caused by our actual fraud or wilful default .

20.3 We may utilise electronic document management systems, secure client portals, electronic signature platforms, encrypted communications platforms and other technology solutions in connection with our legal services. We may also engage third-party service providers to provide or support such systems, subject to appropriate confidentiality, data protection and security arrangements.

20.4 You acknowledge that electronic communications and technology systems may be subject to risks including interception, unauthorised access, malware, phishing, cyberattacks, system failures and other security incidents, and you agree to take reasonable precautions in relation to the security of information and communications exchanged with us.

21. Publications

We may refer to you as a client of Stuarts and to matters we have acted on in publications and other marketing materials where we believe such matters are in the public domain or not otherwise of a confidential nature. Unless we are advised in writing to the contrary you are deemed to consent to such references from time to time.

22. Intellectual Property

Unless we specifically agree in writing otherwise, we shall retain all copyright and other intellectual property rights in all documentation and other materials prepared by us during the course of our engagement. For the avoidance of doubt, all intellectual property rights in our precedents, templates, standard forms, know-how, methodologies and other materials developed or used by us in providing our services shall remain vested in us, whether or not such materials are incorporated into documents prepared for you.

23. Artificial Intelligence

23.1 We may use artificial intelligence ("**AI**"), machine learning and other technology-assisted tools in connection with the provision of legal services, including legal research, document review, drafting, summarisation, translation, due diligence and administrative tasks.

23.2 Any use of AI will remain subject to appropriate human review and supervision by one or more qualified attorneys before legal advice or work product is delivered.

23.3 We will not intentionally input client confidential information into AI systems where such information may reasonably be expected to be used for model training or otherwise become publicly accessible.

23.4 AI-generated outputs may contain errors or omissions and shall not be relied upon without appropriate professional review.

23.5 You acknowledge and agree that certain technology providers may process information outside the Cayman Islands.

23.6 If you do not wish us to use approved AI technologies in connection with your matter, you must notify us before work commences.

24. Lien

24.1 If any payment is not made within 30 days after the due date, in addition to any other rights or remedies, we reserve the right to exercise any lien or right of retention available to us at law over your files and documents. To the extent permitted by applicable law and professional obligations, we may retain such files and documents until all amounts owed to us or any of our affiliated entities have been paid in full.

24.2 For the avoidance of doubt, we shall be entitled to retain possession of all files, documents, records, company books and other property over which we have a lawful lien or right of retention until all outstanding sums owing to us and our affiliated entities have been paid in full, subject always to any mandatory requirements of applicable law or professional obligations. Any such lien or right of retention shall, to the extent permitted by applicable law and professional obligations, continue notwithstanding that we have ceased or been requested to cease acting for you.

24.3 Unless otherwise agreed, these Terms and Conditions shall apply to all legal, registered office, registered agent, company secretarial, directorship, AML officer, AEOI officer, fiduciary, compliance and corporate administration services provided by Stuarts or any affiliated entity.

24.4 We may apply monies held by us or any affiliated entity on your behalf towards any outstanding indebtedness owed by you to us or any affiliated entity to the extent permitted by applicable law.

24.5 Nothing in this clause shall require us to release, deliver or transfer any file, document, record or other property where doing so would, in our reasonable opinion, cause us to breach any applicable law, regulation, court order, AML or sanctions requirement or professional obligation.

25. Severability

If any provision of these Terms and Conditions is declared by any court of competent jurisdiction to be illegal, invalid or unenforceable in whole or in part, then such provision or part shall to that extent be deemed not to form part of these Terms and Conditions and the legality, validity and enforceability of the remainder of these Terms and Conditions shall not be affected. Where permitted by law, any such provision shall be interpreted or modified to the minimum extent necessary to make it legal, valid and enforceable while preserving, as far as possible, its original intent.

26. Jurisdiction and Governing Law

These Terms and Conditions are governed by and shall be construed in accordance with Cayman Islands law. You hereby irrevocably agree, for our exclusive benefit, that the Cayman Islands court shall have jurisdiction to hear and determine any claim, suit, action or proceeding whatsoever and to settle any dispute which may arise out of or in connection with these Terms and Conditions, the engagement or any act or omission arising in connection with the engagement, and for such purposes you irrevocably submit to the jurisdiction of the Cayman Islands court. Nothing contained in this clause shall limit our rights to bring or pursue proceedings in any other court of competent jurisdiction, nor shall the commencement or pursuit of any such proceedings in one or more jurisdictions preclude the commencement or pursuit of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law). For the avoidance of doubt, nothing in this clause shall prevent us from seeking interim, injunctive, conservatory or other protective relief in any jurisdiction where such relief is available.