

## CONDITIONS OF BUSINESS

### PART I

#### GENERAL PROVISIONS

1. So far as they are not expressly varied in writing by Pearse Trust Limited, Pearse Trust International Limited and all related companies (herein separately and collectively referred to as “the Company”) these conditions shall be deemed to be incorporated into all contracts, whether in writing or verbally, made by the Company; and all work undertaken, services provided or goods supplied by the Company or its agents or nominees (including incorporations, management and administration, secretarial, compliance and the provision of directors services, hereinafter “the Services”) shall be deemed to be carried out pursuant to a contract incorporating these conditions. Each provision of these conditions is to be construed as a separate provision applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances.
2. Each condition, requirement, warranty, obligation and indemnity contained or referred to herein shall have full and general application to the client and shall not be deemed to be restricted to, or limited by, its inclusion in any particular part or any specific clause of this document.
3. The person, firm, body corporate, trust or other entity from whom the Company receives instructions (“the Client”) shall be liable to the Company as principal for all costs, charges and expenses that shall be due to the Company in respect of work carried out or goods supplied by the Company subject to these conditions whether or not such Client purports to contract as an agent. A Client may not assign the benefit or burden of any contract with the Company.
4. The Company shall not be responsible for carrying out a search into registered trademarks or business names. Clients are responsible for making their own enquiries in this area.
5. The copyright in all written material including documents, reports and record books prepared by the Company shall vest in the Company. The Client shall have the right to use such material for the purpose intended by the Client’s instructions and for no other purpose. This condition shall not however apply where the Company has merely printed documents prepared by the Client without the assistance of the Company.
6. (i) Payment of all invoices rendered by the Company shall be made within 30 days of the date the invoice was rendered.

- (ii) In all cases the Client shall on demand make such payments to the Company as the Company shall reasonably require for disbursements which have to be made by the Company in carrying out the Client's instructions. The Company shall have the right to suspend work on the Client's instructions if such requested payments on account shall not be made.
  - (iii) If the Company shall refer an unpaid invoice to debt collection agents for collection the client shall pay in addition to the amount due on such invoices such further sum as shall be equal to the collection agent's reasonable fees and costs.
- 7. If payment shall not be made by any Client in accordance with clause 6 above the Company shall have the right to cancel any outstanding contracts with such Client summarily by notice in writing without compensation to the Client but with the right to be paid in respect of all work done or for goods supplied to the Client and to be reimbursed the amount of all monies paid out on account of the Client up to the date of such cancellation.
- 8. Work done and services and goods supplied by the Company shall be charged for at the rates currently applied by the Company and in force at the time the work was done or the services or goods supplied, and all expenses incurred and disbursements made on the Client's account shall be reimbursed by the Client.
- 9. The Client shall inspect any goods supplied immediately on receipt and shall within ten working days of such inspections give notice to the Company of any allegation of deficiency. If the Client fails to give such notice the goods shall be deemed to be in all respects in accordance with the Client's instructions and the contract.
- 10. (i) The Company will perform the services required for the Client with all reasonable diligence and skill. If however, any liability to the Client shall arise on the part of the Company, its servants, nominees or agents (whether under the express or implied terms of the contract or in any other way) for any damage or loss sustained or incurred by the Client, such liability shall in all cases whatsoever be limited to the payment by the Company on its own behalf and on behalf of its servants, nominees and agents by way of damages of an aggregate amount not exceeding €100,000 in respect of any one claim or series of claims.
- (ii) Notwithstanding anything else contained in these conditions, the Company shall not be liable to the Client for loss of profits, loss of contracts or other loss arising indirectly or consequently from negligence or breach of contracts by the Company in the performance of its services.

- (iii) Where the instructions to, or the advice from, the Company shall be given orally, the Company shall have no liability to the Client for any misunderstanding or misinterpretation which may arise thereof whether on the part of the Company, its servants, nominees or agents or the Client.
  - (iv) The Company shall have no liability for any claim made by the Client arising out of the provision of any goods or services by the Company unless written particulars thereof (giving full details of the specific matter in respect of which such claim is made) are received by the Company within the period of 12 months after the date of the Company's invoice for such goods or services.
11. In these conditions the expression "goods" shall be deemed to include (without limitation) publications and documents of all descriptions.
12. The services of the Company hereunder shall not be deemed exclusive and the Company shall be free to render similar services to others so long as its services hereunder are not compromised or impaired thereby. The Company shall not be deemed to be affected with notice of, or to be under any duty to disclose to the Client or any individual, client company, body corporate, partnership or trust to which the client itself provides services ("the Subject Clients"), any fact or thing which may come to the notice of the Company, or any servant, nominee or agent of the Company, in the course of the Company providing similar services to others or in the course of its business in any other capacity or in any manner whatsoever, otherwise than in the course of carrying out its duties hereunder.
13. The Company shall provide the services through its directors, officers, servants and agents and shall have full power to delegate the whole or any part of its functions hereunder to any person, firm, body corporate, trust or other entity including, without prejudice to the generality of the foregoing, the power to appoint nominees, agents or delegates to assist the Company in its duties.
14. Subject to the provisions for earlier termination contained herein, the terms and conditions herein contained shall remain in effect for a period of one year. Thereafter, the terms and conditions shall continue in effect unless terminated by the Company or the Client giving the other party not less than one month's prior written notice of such termination.
15. The Client shall be solely and exclusively responsible for the discharge and payment of Company's fees and expenses, including fees and expenses in respect of the Subject Clients which shall include, without limitation, the following:
- (i) in consideration of the Company providing, incorporation, management, secretarial or compliance services, the Client shall remunerate the Company in accordance with rates currently applied by the Company and

in force at the time the work was done for a period not exceeding one year from commencement of the services.

- (ii) fees shall be reviewed on an annual basis to be effective from January.
  - (iii) all reasonable disbursements incurred by the Company in providing services including but not limited to telephone, facsimile, couriers, postage and stationery and relevant outlay.
  - (iv) the Company, when it deems it necessary for the proper performance of its duties, may seek legal, tax, financial, administrative or other professional advice at the expense of the Client if such advice is required by reason of the services to be provided, or required by the relevant Subject Clients as the case may be. The Company shall not seek such advice without seeking prior written approval of the Client, provided that any such request by the Company shall not be unreasonably withheld and provided further that the Client shall furnish the Company with a written response to any such request within 48 hours of receipt of such request.
16. The Company may at any time by notice in writing terminate the provision of the services referred to herein in the event of any material breach or non-observance by the Client of any of the terms herein contained and (if such breach or non-observance shall be capable of remedy) failure to make good such breach or non-observance within thirty days of receipt of notice in writing requiring the same.
17. For the purpose of clause 16, material breach or non-observance of the terms herein contained shall mean such material breach or non-observance as could reasonably have been foreseen as likely to cause material loss or damage to the business or reputation of the Company or of any director, officer, servant, nominee or agent of the Company.
18. In the event of termination by the Company of the Services, the Company shall be entitled to receive all fees and other monies accrued due to it up to the date of such termination.
19. If the Client breaches any of the provisions hereof and, notwithstanding written notice by the Company to the Client to remedy such breach, fails to remedy such breach (which is capable of remedy) within thirty days after receipt of such notice, then the Company, without prejudice to any other rights which it may have hereunder, at law or in equity, may take such action as the Company, acting reasonably in all the circumstances, may deem appropriate to remedy such breach.
20. Any reasonable costs incurred by the Company in remedying a breach of any of the provisions herein pursuant to clause 19 above, shall be subject to claim by the Company in any subsequent claim for damages by the Company for loss arising as a result of such breach.

21. The Client covenants and agrees to indemnify and keep indemnified the Company from and against any and all liabilities, obligations, losses, damages, claims, costs, taxes, penalty taxes, actions, proceedings, suits and expenses, including, without limitation, legal fees incurred by or asserted against the Company in providing the Services to the Client (other than liabilities arising out of the negligence, fraud or default of the Company in the performance of the Company's duties hereunder) in respect of Subject Clients and the Client shall, at all material times hereto, maintain and retain adequate and valid policies of insurance to adequately provide financial and other restitution to any third party (including the Company) incurred as a result of the activities of Subject Clients.
22. In the event of any action or proceeding being brought against the Company as a result, directly or indirectly, of the Services rendered by the Company hereunder as a result of instructions or directions from the Client, the Client commits itself to require before the relevant courts the replacement of the Company by the Client itself or another person in such actions and shall, in addition, hold the Company harmless of, including, but not limited to, any responsibilities, charges, expenses relating to legal counsel, expenditure and indemnification as a result of the same action or proceeding.
23. In relation to any action taken or proposed to be taken by the Company in relation to any court proceedings to assist the Client or a Subject Client or to defend itself (other than in circumstances arising out of the negligence, fraud or default of the Company in the performance of the Company's duties hereunder), the Company may, at the cost of the Client, consult with legal counsel at any time and any action or omission suffered or taken by the Company in good faith in reliance on or in accordance with the opinion or the advice of such counsel shall be full protection and justification to the Company with respect to the action or omission so suffered or taken.
24. The Client shall not (except under the compulsion of law) disclose any information relating to, or to the affairs of, the Company (including any holding, subsidiary or associated company or body corporate of the Company) to any person not authorised to receive same and shall use all reasonable endeavours to prevent any such disclosure.
25. The Client undertakes to observe the utmost good faith in its dealings with the Company and shall neither do anything nor refrain from doing anything which may prejudice or detract from the rights, assets or interests of the Company.
26. If the Client, or Subject Client, fails to pay the Company in full for all fees and disbursements, the Company shall be entitled to apply any part payment received in discharge, or in part discharge, of any outstanding fees and disbursements due to it prior to payment of any Irish or other statutory or court fees or fines for the time being due in respect of the Client, or Subject Client, as the case may be, and

- the Company shall not be liable for any penalties or fines incurred by reason of the Company's failure to pay such statutory or court fees or penalties by the due dates.
27. The Company is not responsible for providing tax advice to the client in respect of the jurisdiction in which the client or the subject client is tax resident nor indeed is it responsible for the provision of taxation advice for any company controlled or managed by the client or the subject client. The provision of the Services and the advice provided relates exclusively to the companies incorporated and administered by the Company.
  28. Nothing in these conditions or in any dealings or transactions shall be construed so as to create a partnership or joint venture between the Company and any other party.
  29. These conditions cancel and supersede the terms and conditions of all prior negotiations and agreements between the Company and the Client.
  30. The illegality, invalidity or unenforceability of any of these provisions shall not affect the legality, validity or enforceability of any other provisions contained herein.
  31. No extension of time or indulgence by the Company shall be deemed in any way to affect, prejudice or derogate from the rights of the Company in any respect under these conditions nor shall it in any way be regarded as a waiver of any rights hereunder.
  32. None of the Services shall be assigned without the prior agreement in writing of the Company.
  33. If any difference shall arise between the parties hereto or any of them as to the interpretation of this agreement or as to the rights, duties or liabilities of any party hereunder or to any act, matter or thing arising out of or under this agreement, the same shall be submitted to a single arbitrator to be appointed by the parties in dispute or in default of agreement to two or more arbitrators, one to be appointed by each of the parties in dispute, a third arbitrator is to be appointed by the two arbitrators or in the absence of their agreement to such an appointment a person shall be nominated by the Chairman of the Chartered Institute of Arbitrators (Irish Branch) and such submission shall be a submission to arbitration under the provisions of arbitration legislation of the Republic of Ireland for the time being in force.
  34. These conditions and all legal relations arising from same shall be governed by and construed in accordance with the laws of the Republic of Ireland and shall be subject to the jurisdiction of the courts of the Republic of Ireland.

## PART II

### INCORPORATION AND PROVISION OF COMPANIES

35. The Client warrants that unless otherwise agreed in writing where shares or company appointments are held by the employees of the Company in connection with the formation or the provision of a company (“the New Company”) for the Client, that immediately following the receipt of the necessary documents by the Client all necessary steps will be taken to:
- (a) complete the transfer of such shares and the registration of same in the register of members.
  - (b) implement the resignation of the employees or nominees of the Company from the appointments in question and substitute the appointees of the beneficial owner of the New Company.
  - (c) thereafter complete the necessary statutory formalities in connection with the changes of officers, registered offices and the issue of shares.
36. In relation to the beneficial owner(s) of any company being acquired, the Client confirms to the best of its knowledge that:
- (i) the identity/ies of the beneficial owner(s) is/are known to it.
  - (ii) having made appropriate diligent enquiries, the beneficial owner(s) is/are not acquiring any company, or requesting any service, with proceeds from illegal acts, nor will any such company or service be funded with proceeds from such acts and, in addition, that any such company will not be administered for any purpose which will involve acts of an illegal nature.
37. The Client warrants in relation to its Subject Clients (individual/firm/organisation/body corporate) (“the Owner”) that:
- (i) the Owner is, and will be, the beneficial owner of all of the issued shares of any company being acquired and that the Owner has warranted to the Client that he/it is, and will be, the owner and that he/it is not acting as nominee or trustee for any other person or persons.
  - (ii) the Client is satisfied as to the integrity and standing of the Owner and his/its intentions, that his/its activities are known to the Client and that the Client fully understands the purpose of any company being acquired and confirms that it is legitimate.

38. The Client agrees:

- (i) that, in the event that the Company is required by court order, statutory obligation, financial services regulation or standard auditing practice to disclose the name(s) of the beneficial owner(s) or controlling shareholder(s), the Company may release such information.
  - (ii) if required by court order, statutory obligation, financial services regulation or standard auditing practice, to provide a certified copy of the Owner's passport/certificate of incorporation or registration and a reference from a bank and/or accountant with whom the Owner has had a relationship for over three years together with two original proofs of address.
  - (iii) to take all reasonable care to ensure that money laundering activities do not take place.
  - (iv) where required, to supply the Company with documentary evidence of specific transactions.
  - (v) to advise the Company immediately of any concerns which it may have regarding the Owner or the business of any acquired company.
  - (vi) to immediately notify the Company of any changes in the beneficial ownership or control of any acquired company.
  - (vii) to maintain a record of all transactions for a period of at least 6 years.
39. The placing of an order by any person with the Company, or the acceptance of any goods or services by any person from the Company, shall be, and shall be deemed to be, the acceptance in full by such person of all of the terms and conditions of business of the Company contained herein.

### PART III

#### PROVISION OF MANAGEMENT AND ADMINISTRATION SERVICES

40. The Client warrants that it has the capacity, power and authority to enter into and be bound by the terms and conditions contained herein and in its other relationships with the Company.
41. The provision of the Services shall be subject to compliance by the Company with the general instructions of the Client who may, from time to time, give the Company specific instructions and guidelines in writing regarding the provision of the Services and by which the Company shall be bound but, subject thereto, the Company shall be responsible for the provision of the Services as it shall think fit, provided the Company shall not be obliged to comply with the general or specific instructions and guidelines in writing from the Client as aforesaid if the Company determines in its own absolute discretion that compliance therewith:
- (i) would or might make the Company or any person connected with the Company subject to civil or criminal liability, or
  - (ii) would or might expose the Company or any person connected with the Company to adverse publicity or other serious public censure, or
  - (iii) would cause the Company to conduct itself in a manner which the Company would otherwise decline to conduct itself on the grounds of impropriety or immorality (falling short of conduct which may incur criminal or civil liability) were the Company being invited to do so in a beneficial capacity.
42. The Client, in addition to any other provisions hereof, confirms and warrants to the Company that it is an organisation which is regulated by a reputable regulatory or professional body by virtue of which it is obliged and required, inter alia, to:
- (i) obtain and retain satisfactory evidence of the identity of the ultimate beneficial owner of the Subject Client.
  - (ii) understand and be familiar with the purpose for which the Subject Clients are being formed, or acquired, and utilised.
  - (iii) take all reasonable and required steps to ensure that the Subject Clients will not be formed, or acquired, and/or utilised for the purpose of facilitating criminal and/or money laundering activities.

43. The Client shall provide such assistance as may reasonably be required by the Company to enable the Company to provide services to the Subject Clients in a timely and business-like fashion, including, without limitation:

- (i) providing the Company with a list and any updates, from time to time, of the authorised Subject Clients' representatives and signatories.
- (ii) furnishing the Company with all relevant documentation and information reasonably necessary for the Company to carry out its designated duties and obligations in respect of the Subject Clients.
- (iii) advising the Company of any material change in the ownership or control of the Client.

44. The Client confirms and warrants to the Company in respect of the beneficial owner(s) of each of the Subject Clients that:

- (i) the Client has identified the beneficial owner(s) of each of the Subject Clients and has retained, and will retain adequate documentary evidence to this effect for a period of six years from the date:
  - (a) when all activities relating to a oneoff transaction or a series of linked transactions were completed;
  - (b) when the business relationship was formally ended; or
  - (c) where the business relationship was not formally ended, when the last transaction was carried out.
- (ii) the Client is satisfied as to the integrity and standing of the beneficial owner(s) and that the intentions of the beneficial owner(s) is/are respectable and trustworthy.
- (iii) the Client is satisfied that the beneficial owner(s) is/are not utilising the Subject Clients with proceeds from illegal acts nor will the Subject Clients be funded with proceeds from such acts.
- (iv) the Client shall advise the Company immediately of any concerns regarding the beneficial owner(s) and notify the Company immediately of any changes in the beneficial owner(s) and if satisfactory evidence is not obtained or produced this business relationship with the Company and all transactions shall not proceed any further.

45. The Client confirms to the Company in respect of the activities of each of the Subject Clients that:

- (i) the activities of the Subject Clients are known to the Client, that the Client fully understands the purpose of the Subject Clients and confirms that they

are legitimate and that the Subject Clients will not be administered for any purpose which will involve acts of an illegal nature and that any assets forming the subject of a binding business relationship for the Subject Clients do not represent, either directly or indirectly, the proceeds of a crime and are not being disposed of by a criminal organisation for money laundering activities.

- (ii) the Client shall take all reasonable care to ensure that money laundering activities do not take place in relation to the Subject Clients and, if required, agrees to provide documentary evidence of specific transactions.
- (iii) the Client shall advise the Company immediately of any concerns or suspicions it may have regarding the activities of the Subject Clients.

46. The Client confirms and warrants to the Company, in respect of each of the Subject Clients, that:

- (i) the Client shall prepare and retain proper accounting records which enable the timely preparation of financial accounts which give a true and fair view and comply with any necessary legal requirements within the jurisdiction of incorporation and, where relevant, of any place of registration of the Subject Client.
- (ii) the Client shall be responsible to the Company for making available, as and when required, all the Subject Client's accounting records and all other records and related information for the purpose of ensuring timely compliance for the Subject Client in its relevant jurisdiction of incorporation and, where relevant, in any place of its registration.

## PART IV

### PROVISION OF DIRECTORS

47. Where the Company provides the services of directors (“the Directors”) to any Subject Client the following terms and conditions, inter alia, shall apply.
48. The Directors will undertake their duties in accordance with what they consider to be in the best interests of the Subject Client. In this regard, they will generally comply with the recommendations or wishes of the Client when conveyed from the usual source from which instructions are received concerning the Subject Client. The Directors shall not, however, be obliged to act in any manner which (in their opinion, and such decision shall be final in this regard) may:
- (i) conflict with the laws of Ireland or of any other jurisdiction in which the Subject Client has been incorporated or registered or carries on business or may otherwise be illegal or immoral; or
  - (ii) be unethical, unduly onerous or be of such nature that it might damage the reputation of, or be detrimental to, one or more of the Directors or the Company; or
  - (iii) conflict with the memorandum and articles of association, or other constitution, of the Subject Client.
49. The Directors may require instructions or recommendations of the Client to be in writing before taking action. Where the Directors act on instructions conveyed verbally or by facsimile the Client shall accept the risk that such instructions may be given by an unauthorised person. If the Directors provided by the Company are not the only directors of the Subject Client, the Client shall ensure that the Company shall be kept fully and promptly informed of all relevant matters concerning the Subject Client.
50. The Client agrees to supply to the Company all relevant information at present available to it which might affect the Company’s decision to provide Directors and will immediately make available any such further information which may become available hereafter.
51. The Client undertakes to make available to the Directors all information and explanations necessary to enable them to properly and conscientiously carry out their duties and responsibilities as directors of the Subject Client.
52. The Client undertakes to procure that financial statements or other appropriate confirmations of assets and liabilities of the Subject Client shall be made to the

- Directors on at least an annual basis when such information is not routinely available to the Directors, and promptly at any time on request by the Directors.
53. The Client further undertakes to ensure that all information and returns for taxation and company law purposes will be provided in good time to enable the company to meet its statutory obligations.
  54. The Client undertakes to notify the Directors and the Company of any change in the beneficial interest in the Subject Client and of any change in the Client's professional or other commercial relationship with the Subject Client and undertakes that if satisfactory evidence of identity is not obtained or produced the business relationship with the Company and all transactions shall not proceed any further.
  55. The Client undertakes to complete such indemnities as may reasonably be required by the Company.
  56. In the event of the Company or the Directors becoming aware that the Subject Client is or may be involved in illegal activities, it is understood that they reserve the right to co-operate fully with law enforcement agencies in any part of the world and will not consider themselves bound by any duty of confidentiality to the Client.
  57. The Directors shall not be obliged to give to the Client more than one week's written notice of an intention to resign from office.

Last updated 6<sup>th</sup> March, 2008.

## **CONDITIONS OF BUSINESS**

