

TRUST 4 TRUST GROUP

TERMS OF BUSINESS

1. APPLICABILITY

These Terms of Business set out the general terms that will apply to the services provided by **Trust 4 Trust Group and/or any of the third professionals appointed to perform the services** (hereinafter referred to as “T4T”) to its clients.

2. DEFINITIONS

- “**T4T**” as used herein means any T4T company and/or any third professional (holding the appropriate licences) appointed to perform the “Services”;
- “**Client**” as used herein means the person who engages T4T to render Services, directly or through the Managing Advisor;
- “**Managing Advisor**” as used herein means the person, if any, who is generally authorised by the Client to give instructions to T4T on a day to day basis;
- “**Services**” as used herein means the provision by T4T of services consisting of:
 - i) Administration Services including the provision of corporate, management, administration and accounting services and without prejudice to the generality of the above in particular:
 - (a) providing a corporate registered office, VAT agent, payroll agent, tax agent and/or registered agent;
 - (b) corporate administration and record maintenance;
 - (c) preparation and assistance in drawing up of minutes of corporate meetings of directors or general meetings of shareholders, including acting as company secretary;
 - (d) maintaining of books of corporate accounts and filing the requisite annual returns;
 - (e) providing office secretarial services and correspondence address, mail receipt, answering and facsimile services;
 - (f) providing compliance services;
 - (g) other administration services requested and agreed to in writing.
 - ii) The holding of any property for the benefit of a third party beneficiary.
 - iii) Director Services which means providing director services directly or through the introduction to the Client of third party entities or persons to carry out such function.

3. REPRESENTATIONS

- 3.1 The Client is aware of the governing laws of his tax residence country and undertakes, declares and

confirms that he shall not be involved in and that a request for Services shall not be for the purpose of, directly or indirectly, any one or more of the following:

- (a) money laundering and terrorist financing activities;
- (b) receiving the proceeds of drug trafficking;
- (c) receiving the proceeds of any criminal activities;
- (d) activities related to the trading in arms, munitions or other weapons;
- (e) activities related to trade in violation of any embargo or sanctions imposed by the institutions of the European Union and the Security Council of the United Nations or any other authority;
- (f) any activity illegal under any relevant jurisdiction (including his tax resident country);
- (g) any activity which is likely to adversely affect T4T's reputation.

3.2 To the extent that the Services being provided by T4T are involved, the Client shall not, without the necessary authorisation, be involved in:

- (a) soliciting funds from the general public;
- (b) offering investment advice to the general public;
- (c) managing investments other than those of a proprietary nature (own funds);
- (d) offering trustee or fiduciary services or holding assets other than its own property.

3.3 Should any such procedures, declarations, confirmations, statements or any other client acceptance or compliance procedures be required, T4T shall not be obliged to provide the Services, or continue to service the Client, until such requirements are adhered to or such information is returned to the satisfaction of T4T.

3.4 The Client undertakes to immediately inform T4T of any changes in any of the circumstances forming the basis of the declarations, confirmations and/or statements mentioned in clause 3.3 or should any of the declarations, confirmations and/or statements made no longer be correct and/or complete, T4T shall be entitled to review its relationship with the Client based on such information and shall not be responsible for any action taken by it as a result.

4. INSTRUCTIONS

4.1 The Client authorises T4T to give any notice to and to act on his own instructions (either verbal or written instructions) as referred to in these "Terms of Business".

4.2 The Client authorises T4T to give any notice to and to act on the instructions (either verbal or written instructions) of the Managing Advisor of the Client as referred to in these Terms of Business.

- 4.3 While T4T is authorised to receive instructions from the client and/or his Managing Advisor, T4T is not bound by, and shall not be liable for refusing to follow such instructions if it is not satisfied of the circumstances under which such instructions are given, or on the continuing authority of the Managing Advisor or if the instructions of the agent contradict other instructions received from the Client.
- 4.4 T4T may act on verbal instructions and shall not be liable in any manner for doing so.
- 4.5 T4T shall have the right to ignore any instructions, which are given in breach of these Terms of Business.

5. INDEMNITY AND LIMITATION OF LIABILITY

- 5.1 The Client and/or Managing Advisor hereby undertake to indemnify and keep harmless T4T from and against all actions, proceedings, claims, demands, costs and liabilities which may arise or occur, be taken or commenced against them in connection with the Services and any ancillary acts.

6. PAYMENT OF FEES

- 6.1 T4T fees, for the Services provided, shall cover the costs and fees in respect of any acts carried out by T4T.
- 6.2 T4T is irrevocably authorised by the Client to withdraw funds from any money held on behalf of the Client, or any account managed on behalf of the Client, in order to discharge all and any fees and expenses that are due.

7. ACTIONS TO PROTECT

- 7.1 T4T is to be deemed as authorised by the Client to take any necessary actions or incur any reasonable administrative expenses on the Client's behalf in order to ensure the maintenance of the good order of any corporate structure or to carry out any act which T4T considers to be appropriate and consonant to the general instructions of the Client and/or the terms hereof and/or any relevant agreement.
- 7.2 The Client undertakes to make and to continue to make full and correct disclosures to T4T or at all times whether upon specific request or not, of any information which is material to the Services being provided by T4T and the Client shall hold T4T free from all liability for any action necessarily taken if such disclosure is not made in a timely and

faithful manner.

- 7.3 In any event that T4T does not receive a reply to any request made to the Client or his Managing Advisor, where the request is believed to have been received by the same, irrespective of whether there is a case for urgency or not, T4T may in its absolute discretion proceed in any one or more of the following ways:
- (a) take no further action on that particular matter;
 - (b) suspend any further action in respect of all the Services;
 - (c) utilise any assets held in order to meet any liabilities or those of any corporate structure which are legally and rightfully due;
 - (d) commence steps for the dissolution, liquidation or striking off of any corporate structure;
 - (e) withdraw any of its Services;
 - (f) transfer any legal interest of any assets to the person entitled to the beneficial interest of those assets or to the Managing Advisor on his behalf and in this respect T4T shall be considered to be appropriately authorised by the Client and/or the Managing Advisor to sign the relative instrument of transfer on behalf of the Client and/or the Managing Advisor as the transferee;
 - (g) take any other action which T4T deems appropriate to protect its reputation or which is otherwise required by law to take including the disclosure of such beneficial interest to any competent authority;
 - (h) In cases of actions under paragraph (f) and (g) the Client and/or Managing Advisor expressly waives professional secrecy on the part of T4T and its directors and officers.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1 T4T shall maintain the confidentiality of all information acquired through its relationship with the Client before, during and after the expiration of the relationship unless expressly waived by the Client and/or Managing Advisor under any other clause of these Terms of Business.
- 8.2 The duty of confidentiality of any information may be foregone if:
- (a) The Client so authorises T4T in writing to divulge such confidential information; or
 - (b) T4T is required to divulge such information.

9. GOVERNING LAW AND JURISDICTION

- 9.1 These Terms of Business shall be governed and construed in accordance with the Laws of Switzerland.
- 9.2 The invalidity of any clause in these Terms of Business shall not cause any and all other clauses to become invalid and unenforceable.

10. REPRESENTATIONS

- 10.1 The Client confirms that T4T at no time has provided or will provide any investment advice, legal advice or any tax advice and that such advice will be obtained from independent professional advisors.

11. AMENDMENT OF THESE TERMS

- 11.1 These Terms of Business may be amended from time to time by the upload of a revised version on T4T website.

12. TERMINATION

- 12.1 Where T4T wishes to terminate the provision of its services due to any breach of these Terms of Business, T4T may do so with immediate effect.
- 12.2 In case of termination, all parties shall comply with any reasonable request to ensure that such termination does not cause any mutual undue inconvenience and T4T shall duly surrender all property in its possession or control subject only to any retention necessary to cover unpaid fees and disbursements and any reasonably verifiable present or future liability, including any contingent liability related to the services carried out by T4T under these Terms of Business.
- 12.3 T4T shall have the right to retain annual fees and any additional costs unless there is an alternative agreement with the Client.
- 12.4 If the first/following year fees are not settled within a month after the payment deadline, T4T is entitled to proceed with the strike off and/or liquidation of the company. In any case, the fee is due.

13. MANAGING ADVISOR UNDERTAKINGS AND DECLARATIONS

This clause shall only be applicable where the Client has appointed a Managing Advisor.

- 13.1 The Managing Advisor expressly agrees in its own name and interest and not as agent for the Client, to be jointly and severally liable for:
- (a) all and any fees and other dues for Services contemplated in these Terms of Business; and
 - (b) all and any indemnity undertakings granted by the Client to T4T for any damages, claims or losses contemplated in these Terms of Business and agrees to be so liable as an independent indemnity obligation and irrespective of whether there is a valid claim or otherwise against the Client.
- 13.2 The Managing Advisor waives any benefit of discussion in relation to the above undertakings and agrees to pay any outstanding dues and claims under any indemnity on first demand by T4T for the Services carried out by T4T. Should any sums be subsequently collected from the client for the Services carried out by T4T, such sums shall be immediately reimbursed to the Managing Advisor.
- 13.3 T4T may be entitled and is irrevocably authorised to withdraw funds from any money held on behalf of the Client or any account managed on behalf of the Client or his Managing Advisor, in order to discharge all and any fees and expenses that are payable to it.
- 13.4 For the avoidance of doubt it is declared that T4T agrees to act for a Client introduced to it by the Managing Advisor on the basis of the undertakings in this clause by the Managing Advisor and would not otherwise accept to act.
- 13.5 The Managing Advisor agrees that if it loses contact with the Client or otherwise considers that the Client is not in a position to fulfil its obligations for the Services carried out by T4T then it must immediately inform T4T of the situation and without prejudice to the obligations of the Managing Advisor T4T, agrees to consult with the Managing Advisor to terminate the Services being rendered.
- 13.6 Any undertaking, commitment, confirmation or any other authorisation by the Client in accordance with these Terms of Business shall for all intents and purposes be deemed to be also given by the Managing Advisor.
- 13.7 The Managing Advisor hereby submits to the exclusive jurisdiction of Switzerland in relation to any dispute arising out of the Services and these agreed Terms of Business.

- 13.8 The Managing Advisor is responsible for ensuring that he has taken and warrants that he has taken all necessary advice (tax and legal) in any relevant jurisdiction with regards to the Services to be provided by T4T to the Client for ensuring that the activities or proposed activities of the Client will not breach the laws of any relevant jurisdiction.
- 13.9 In order to allow T4T to meet its regulatory obligations the Managing Advisor and/or Client agree to keep T4T fully and promptly informed of the beneficial ownership and/or any changes thereto.
- 13.10 The Managing Advisor and the client undertake to inform T4T of any matters that might affect T4T's willingness to provide or continue to provide any of the Services.

14. ASSIGNMENT

- 14.1 The terms under these Terms of Business shall be binding for the benefit of the successors of the Client and/or Managing Advisor but shall not be assignable in whole or in part by either the Client or the Managing Advisor without the prior written consent of T4T.

15. INTERPRETATIONS

- 15.1 The headings of the sections in these Terms of Business are for convenience of reference only and shall not define or limit any of the terms.
- 15.2 Whenever the context so requires references to the male gender shall include references to the female gender and references to the single shall include the plural and vice versa.