

OSIRIS INTERNATIONAL - CLASSIFICATION QUESTIONNAIRE: TERMS AND CONDITIONS

1. Introduction

- 1.1 The responsibilities and duties of Osiris International Trustees Limited and the Osiris International Group (“Osiris”) are governed by the terms of the constitutive documents and Proper Law of the Entity. We would particularly draw your attention to any indemnity and charging clauses contained in the constitutive documents.
- 1.2 All services are confidential. Any information obtained during the course of the relationship shall not be disclosed to anyone, except where required by law or by the Client. Osiris shall, if authorised, act in liaison with a Client’s professional advisers and if working on a matter in conjunction with professional advisers will assume, unless notified to the contrary, that information may be disclosed and or shared with such advisers.
- 1.3 Osiris does not provide investment advice and cannot accept responsibility for the tax implications arising from the Client’s activities or those of any person connected with the Client.

2. Regulation

Osiris in the British Virgin Islands is licensed under the Bank and Trust Companies Act, 1990 which regulates the conduct of banks and trust companies carrying on business from and within the British Virgin Islands. It is Osiris’ stated policy to fully accord with regulations in order to ensure that business is properly conducted in the best interests of those whom we serve. This includes maintenance of high standards of competence and staff training.

3. Anti-Money Laundering

The provisions of the British Virgin Islands Anti-Money Laundering Code of Practice require Osiris to obtain certain customer due diligence information and documents (the “Information”) from the client prior to the commencement of a business relationship, during the course of ongoing business activity, for example, when opening a bank account, and upon termination. The Information must be provided on the basis that it will be used with the Client’s implied authority as and when required in the course of the Entity’s administration and management. It may be necessary to seek further information about the Client, the Client’s family, associates, business and

the source and provenance of any assets held or transferred into or out of the Entity from time to time in order to comply with legislation or regulations. For this purpose, the Client may be required to attend a meeting with Osiris or with a bank. Osiris shall be entitled to terminate its services with a Client with immediate effect by written notice in the event that the Client fails to provide within a reasonable period of time all information reasonably requested by Osiris.

4. Communications, Liability and Indemnity

Osiris shall be entitled, but not obligated, to act in accordance with any communication by telephone, fax or unencrypted electronic mail which is or purports to be from the Client or its professional advisers without enquiry as to identity or authority whether such communication relates to the payment of money or otherwise. Any damage resulting from defective proof of identity or from undetected forgery shall be borne by the Entity and/or the Client except in case of gross negligence by Osiris.

5. Indemnity

- 5.1 In the absence of any fraud, wilful default or gross negligence by Osiris, Osiris shall not be liable for any loss or damage suffered by the Client or the Entity arising either before or after the termination of the client relationship and either directly or indirectly out of any error of judgement or oversight or mistake of law on Osiris’ part made or committed in good faith, nor shall Osiris, in the absence of fraud, wilful default or gross negligence, be responsible for any loss or damage which the Client or Entity may sustain or suffer as the result of or in the course of the discharge of Osiris’ duties in law.
- 5.2 Specifically, in the absence of any fraud, wilful default or gross negligence by Osiris, Osiris shall not be liable for any loss or damage suffered by the Client and/or the Entity, including any penalties issued by a regulator, arising either before or after the termination of the client relationship, as a result of the Entity failing to meet the economic substance requirements required for the specific jurisdiction in which the Entity is resident.
- 5.3 The Client agrees to indemnify Osiris, its directors, officers, employees and shareholders from and against any and all liabilities, obligations, losses, damages, actions, proceedings, suits, costs and expenses (including without

limitation legal expenses, taxes and penalties) claims and demands which may be brought or asserted against Osiris and/or its directors, officers, employees and shareholders arising out of or in connection with the provision of any services by Osiris or by Osiris declining to act upon receipt of instructions, other than any action or claim arising out of our fraud, gross negligence or wilful default. This indemnity shall extend to any costs and expenses (including time charges and any disbursements) incurred by Osiris either before or after the termination of the services in respect of any information Osiris may become obliged to give any person or in respect of any notice that Osiris is served or may become obliged to comply with as a result of the provisions of any applicable law, the compliance by Osiris with any notice or order served on us in respect of the services provided by Osiris and the compulsory attendance by Osiris before any court, tribunal or panel or any hearing in respect of the same.

- 5.4 The Client shall indemnify and hold harmless Osiris against all claims and demands (including costs and expenses incidental thereto) either before or after the termination of the client relationship which may be made against Osiris in respect of any loss or damage sustained or suffered or alleged to have been sustained or suffered by any third party otherwise than by reason of Osiris’ fraud, wilful default or gross negligence.
- 5.5 Osiris shall not be required to take any legal action on behalf of the Client or Entity unless fully indemnified to its reasonable satisfaction for costs and liabilities. If the Client requires Osiris, in any capacity, to take any action which in Osiris’ opinion might make Osiris or its agents or nominees liable for the payment of money or liable in any other way, Osiris shall be kept indemnified in any reasonable amount and form satisfactory to Osiris as a pre-requisite to taking that action.

6. Applicable Law and Jurisdiction

These Terms of Business shall be governed by the law of the British Virgin Islands. Any dispute arising in connection with these Terms of Business shall be subject to the jurisdiction of the Courts of the British Virgin Islands. However, Osiris reserves the right to bring its claim before the competent court in the jurisdiction of the domicile of the beneficial owner or any other competent court.