

TERMS AND CONDITIONS

DEFINITIONS

UBO – beneficial owner of the Company ordering services of the Nominee in respect of the Company

Company – Legal entity or other corporate entity owned directly or indirectly by UBO in respect of which the Services are being requested by UBO and provided by Nominee

Nominee – individuals and legal entities tasked with providing nominee services

Fees – Remuneration for the Services provided by the Nominee as agreed between Service Provider and UBO and to be paid by UBO

Service Provider – Legal entity and its authorized representatives tasked with incorporating the Company at the request of UBO

Services – services of nominee director, secretary, shareholder or other administrative services provided by the Nominee in respect of the Company at the request of UBO

1. FEES PAYABLE TO THE NOMINEE

- 1.1. The UBO shall pay to the Service Provider the Fees pursuant to the agreements between the Service Provider, the Nominee and the UBO, to be invoiced by the Service Provider and be payable yearly in advance.
- 1.2. The UBO accepts that the Service Provider may assign or transfer to any third party its right to collect the Fees and the Nominee accepts that payment by the UBOs of the Fees under an invoice to be submitted to it shall fully and absolutely release the UBO of any obligation in respect of the Fees.
- 1.3. It is expressly agreed that the Fees are and shall be payable for the Services only and do not cover any other services not specified in this Agreement for which the Nominee, if such other services are rendered, shall be entitled to invoice and charge the UBO or the Company separately. Provided however that if such additional services are of the nature described in the Agreement the provisions of this Agreement shall apply.
- 1.4. In addition to the Fees the UBO shall be obliged to pay to the Nominee all disbursements, outlays and out of pocket expenses incurred in providing the Services pursuant hereto not including any remuneration or monies which may be payable by the Nominee to any of the persons who may be nominated or appointed by it for the purpose of performing the Services.

2. WARRANTIES

- 2.1. The UBO undertakes to provide the Nominee and the Service Provider at the signing of this Agreement or at any time of duration of this Agreement at the request of the Nominee/the Service Provider a valid scan copy of own current passport or other acceptable form of ID, acceptable document confirming the current place of residence, CV (if applicable), Reference letter from auditor, bank or lawyer (if applicable) and relevant DD forms completed and duly signed by the UBO (if applicable). In case of a change of passport/other acceptable form of ID or place of residence or other significant circumstances, the UBO is obliged to notify the Nominee and the Service Provider and provide a valid scan copy of new passport/other acceptable form of ID, and/or new document confirming the current place of residence and provide completed and signed relevant updated DD forms (if applicable).
- 2.2. The UBO warrants to the Nominee that:

- (i) He/she is the UBO of the Shares in the capital of the Company and shall at all times during the validity of this Agreement remain the UBO thereof and he shall not, without first notifying the Nominee transfer or alienate the said Shares to any person or corporate body;

- (ii) If the legislation of the jurisdiction, where the Company is incorporated, requires that share capital of the Company is fully paid, the share capital of the Company has been fully paid up by the UBO

- (iii) He/she shall not, without the prior knowledge of the Nominee proceed with or cause the passing of any resolution or the taking of any decision of the Company for the increase and allotment of any additional shares in the capital of the Company to any other person;

- (iv) He/she shall not, without the prior knowledge of the Nominee issue or concur in the issuing of any debentures or loan stock by the Company or grant any options to subscribe for shares or debentures of the Company which carry the right of conversion into shares other than shares held by the UBO.

- (v) He/she shall note, without the prior knowledge and approval of the Firm and without submitting additional documents and guarantees as requested by the Firm and the Service Provider enter into any loan agreements by the Company resulting in the liabilities of the Company towards third parties.

- (vi) He/she is aware that Nominee has been appointed in other companies or corporate structures owned by other beneficial owners and such appointments might create risks to the reputation of Nominee as a result of actions undertaken by those other companies, corporate structures or their beneficial owners. Should such risks materialize resulting in the need to change the Nominee and/or losses to the UBO, any costs and losses related to such change will be incurred solely by the UBO.

- 2.3. The UBO shall at all times ensure or procure that the statements and warranties above made or given shall remain valid for as long as this Agreement is in force.

- 2.4. The UBO further warrants that at all times during the continuance of this Agreement the objectives and activities of the Company shall be lawful in any country or jurisdiction where they are to be carried on and that any instructions which may at any time be given by the UBO to the Nominee shall be lawful and will not, to the extent that the UBO is aware after making due inquiry, infringe rights of any third party or the rights of any person who has or may at any time have any valid and binding agreement with the Company.

- 2.5. The UBO warrants and undertakes that he will at all times ensure and procure that the Company is provided with sufficient funds to meet its obligations (actual, contingent and provisional) including the costs of any winding up procedure and will not cause or allow the Company, whether by positive act or by default to be or become unable to meet its debts and obligations as they fall due.

- 2.6. If the Company has been incorporated in the jurisdiction, where there are rules regulating record keeping of the Company, the UBO confirms that the Company shall keep its' accounting records in accurate and reliable manner and those accounting records shall correctly explain and document all financial transactions so as to enable the financial position of the Company to be determined with reasonable accuracy at any time and also to enable the preparation of financial statements of the Company. The UBO further confirms that the accounting records of the company, including ledgers and financial documents confirming the transactions Company has entered into, and corporate governance documents, including minutes of directors' and shareholders' meetings, resolutions, registers of directors and shareholders, are being held at address declared by the UBO to the Service Provider. If such address has not been declared by the UBO, it is assumed that such records are being held at the address of UBO.

- 2.7. Where applicable, the UBO confirms that he/she has been duly advised with respect to the Information Providing Rules and undertakes to comply with such, including authorizing the Service Provider to submit on his/her behalf all mandatory reports in the relevant jurisdictions, in order to allow the Nominee or the Service Provider, in order to allow the Nominee to perform the following procedures:

- (i) Submission of the Company's annual return to the Registrar of Companies;
- (ii) Submission of the VAT forms;
- (iii) A written Confirmation of UBO of the prepared Financial statements before submission in cases where the statements were prepared

by the Accountants suggested by the Service Provider at the request of UBO:

- no relevant documents have been omitted, with effects on the accounts and the tax reality;
 - all, real and contingent, commitments and responsibilities affecting the Company's situation have been conveyed;
 - the Company has no litigation or expected conflict with any other entity besides the ones divulged in the financial statements;
 - no agreements exist with any institution involving compensations of balances, restrictions of transactions of cash or credit lines, besides the ones divulged;
 - no confidential expenses exist;
 - no irregularities involving the corporate bodies exist, which may have a relevant effect on the financial statements;
 - all situations that may effect the financial and fiscal statements have been communicated in due time.
- (iv) Submission of the financial statements to the relevant tax authorities and the Companies Registrar/Companies House;
- (v) Submission of the necessary tax returns in the form., manner and terms prescribed by the corresponding jurisdiction to the relevant tax authorities.
- (vi) Submission of other mandatory reports
- 2.8. The UBO warrants that Company doesn't have any bank accounts other than those declared to the Nominee. The UBO undertakes to inform the Nominee about any new bank accounts of the Company.
- 2.9. If the Company has been incorporated in BVI, the UBO confirms that he/she has been duly advised with respect to the key guidelines of Securities and Investment Business Act, 2010 of BVI, under which companies engaged investment activities as described in this act should obtain the license and further confirms that the Company is not engaged in investment activities as described in this act.
- 2.10. The UBO acknowledges that the Nominee has no responsibility or authority to verify the information provided by the UBO in respect of the Company's annual accounts and/or the audited financial statements above nor he/she has any liability whatsoever in respect of any incorrect information provided by the UBO and filed by the Nominee as set out in Clause 2.7. The indemnity of clause 3.2. and 3.3. herein shall apply.
- 2.11. The Nominee warrants that it will only act as requested by the UBO in conformity with the laws of the country in which the Company is conducting business activities
- 2.12. If in the course of providing the Services under this Agreement Nominee engages in signing bank forms, letters, questionnaires, confirmations and statements (hereinafter "the Bank Documents") and perform other related actions as requested by the UBO from time to time, the UBO and the Nominee warrant and confirm that:
- (i) the Nominee shall not receive and shall not be asked to receive any account management tools and shall not have any access to the bank accounts of the Company.
 - (ii) the Nominee is not aware about the details of the bank account of the Company, profile of the Company and shall not hold in its' possession bank account statements of the Company.
 - (iii) the Nominee has no direct or indirect beneficial interest in the proceeds from the bank accounts owned by the Company
 - (iv) The Nominee shall not be required to assume any personal obligation or liability in the course of signing any Bank Documents or to make itself liable for any damages, costs, expenses, fines or penalties as a result of actions undertaken under any of the Bank Documents.

3. INDEMNITY

- 3.1. The UBO hereby undertakes and agrees to indemnify and keep the Nominee fully indemnified from time to time and at all times (both during the continuance of this Agreement and after the termination thereof) from and against all and any actions, proceedings, demands and claims which may be brought or made against the Nominee or against any parent, subsidiary or associated company of the Nominee arising as a result of or in connection with or in consequence of any such appointment and in the course of performing the Services or any part thereof pursuant to the terms of this Agreement, on condition however that this indemnity shall not extend to the willful default of the Nominee or any such other person against whom a claim is made.

- 3.2. The Nominee shall not be required to assume any personal obligation or liability in dealing with any assets or with property or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with title to such property
- 3.3. In cases, where the Nominee and Service Provider under this Agreement act according to the instructions of authorized representative of the UBO, Nominee and Service Provider shall not assume any personal liability for actions (or inaction) undertaken as a result of erroneous instructions received from the authorized representative of the UBO or the failure of the authorized representative of the UBO to act according to the instructions of the UBO or in the interests of the UBO
- 3.4. The Nominee shall not be required to execute any instrument containing covenants and/or warranties.
- 3.5. The Nominee shall not be required to assume any personal obligation or liability for the fulfillment of obligations of the Company under VAT law or any other tax legislation, including but not limited to the content of the VAT quarterly reports of the Company and annual tax returns, payment of VAT and corporate taxes, and filling VAT quarterly reports and annual tax returns in timely manner. In case and for any reason the Nominee is held liable from any authority the UBO undertakes to pay immediately any such fine and/or penalty and/or due amount to the authorities and/or the Company without the need of the Nominee or the Service Provider to pay the amount first and then for such amount to be recovered by the UBO.
- 3.6. The Nominee is not obliged to sign any FS or VAT reports prepared by the UBO or other outsourced professional service providers as long as they have been not reviewed by the VAT specialist designated by the Service Provider and the Nominee.
- 3.7. The Nominee may refuse to execute and sign documents and act at the request of the UBO under one of the following conditions:
- (i) the UBO hasn't fulfilled its' obligations under clause 2 of this Agreement;
 - (ii) the documents contain statements and warranties prohibited under clauses 3.2. 3.3. and 3.4. of this Agreement;
 - (iii) the documents require the Nominee to declare itself as UBO in any Banking institutions or similar organizations,
 - (iv) actions requested by the UBO require the Nominee to engage in any kind of illegal or unethical activities or other activities which may be harmful to the reputation of the Nominee or the Service Provider.

4. TERMINATION

- 4.1. Either party may by not less than one month written notice to the other party terminate this Agreement, without assigning any reason or ground for such termination.
- 4.2. The Nominee has the right, if it so wishes, to terminate this Agreement by a notice to the UBO made directly or through the Service Provider, addressed to his address or sent to e-mail stated in this Agreement, with immediate effect in the event that any of the following shall occur:
- (i) breach of any of the obligations of the UBO under this Agreement;
 - (ii) forgery of the signatures of Nominee committed the UBO or his/her representative, deception or any other illegal use of services provided by the or/and the Service Provider, with unlawful objectives resulting in damages and losses of reputation for the and/or the Service Provider and/or third parties, committed by the UBO or his/her representative.
 - (iii) commencement of any process or procedure for the enforcement of any security rights or other claims against the Company;
 - (iv) commencement of any judicial proceedings against the Company including but no limited to insolvency or winding up.
 - (v) failure by the UBO for more than 6 months to provide the Service Provider with the documents for preparing and filling VAT reports if Company is has VAT number or is under obligation to obtain VAT number;
 - (vi) prevention of the Nominee to perform and fulfill its obligations under this Agreement by virtue of any change in the laws of any relevant jurisdiction;

- (vii) the change of any circumstances resulting in material increases in the cost of the Nominee to perform its undertakings hereunder;
- (viii) in case any of the warranties or undertakings, information or insurances given to the Nominee by the UBO, whether in this Agreement or otherwise, is found or proved to be incorrect, misleading or insufficient;
- (ix) in case the Fees or any other monies at any time due by the UBO under this Agreement or for any services rendered by the Nominee to the company and/or to the UBO are not fully paid and discharged within the period of time specified for payment thereof in the relevant invoice.
- (x) in case where the Nominee has made reasonable efforts (meaning tried to communicate by telephone, fax, electronic mail) to communicate with the UBO either directly or through the Service Provider and has not received any reply within seven (7) working days reserves the right to terminate this agreement without reimbursement to the UBO for any services yet to be performed and can resign from office any and all of its directors, secretary and inform the Authorities accordingly.

It is agreed and accepted by the UBO that any delay or failure on the part of the Nominee to exercise its rights of termination under this clause 4.2 shall in no way be interpreted as a waiver of its right so to do and shall prevent the Nominee from so doing at any time in the future for as long as the relevant circumstances giving rise to such right continue to subsist.

4.3. In the event of termination of this Agreement for whatever reason:

- (i) the Firm and Nominee nominated or appointed by the Firm to perform the Services or any part thereof shall resign office and the UBO shall appoint himself/herself or other designated persons as acting officers of the Company to perform the services to which this Agreement relates. The UBO shall ensure that such resignations and appointments are registered and recorded at the Registry of Companies and in the Register of Members of the company and that all necessary steps are taken as may be required by any applicable law to give notice of such resignations and appointments. Should the UBO fail to make such resignation and appointment, the Firm has a right to submit the resignations and appoint the UBO as officer of the Company.
- (ii) to the extent applicable the Nominee shall have no further obligation to forward mail, correspondence, notices, documents or any other items of any nature received for or on behalf of the Company and accepts no liability or responsibility for or in connection with any legal proceedings, penalties, fines, liabilities, costs, claims or any loss, damage, financial commercial loss, expenses or consequential or incidental losses incurred directly or indirectly to the UBO or the Company or to any other person resulting from the termination of this Agreement or from any failure on the part of the Nominee to forward mail and other documents as aforesaid as from and following the date of termination.

4.4. Termination of this Agreement shall be without prejudice to the rights and obligations of any of the parties hereto accruing or

outstanding as at the date of such termination and all provisions hereof which are expressed as remaining in force after such date shall continue to remain in force and be binding on the parties hereto.

- 4.5. In the event of termination of this Agreement for any of the reasons set forth in clause 4.2 above, the Nominee shall not be obliged to refund any Fees or other charges received in respect of any unexpired period. In the event however of termination under the provisions of clause 4.1 above the Nominee shall be under an obligation to refund such Fees for any unexpired period commencing from the end of the month in which such notice is received.

5. CONFIDENTIALITY

The Nominee shall keep confidential all and any information given to it or them by the UBO in the course of or for the performance of the Services and it and they shall not divulge any such information or disclose or make known the same to any person except to members of the staff of the Service Provider or to the Company's Auditors or to any person to whom such information may have to be given under applicable law or by virtue of any judicial inquiry or court order or decree or where the disclosure of any such information is necessary or required for the purpose of carrying into effect any instructions of the UBO or the Nominee's obligations under this Agreement.

6. ASSIGNMENT

None of the parties hereto shall have the right to assign or transfer its interest, rights and obligations under this Agreement to any other party without the written consent of the other party hereto on condition however that such consent shall not be unreasonably withheld or delayed.

7. NOTICES

- 7.1. Any notice required or purported to be given under this Agreement to any of the parties hereto by the other party shall be in writing and may be given by personal delivery or by post or transmitted by fax or electronic mail to the respective address of the Nominee or or Service Provider stated in this Agreement, if addressed to the Nominee, or to the Address of UBO or his/her authorized representative as stated in the Contact Details of this Agreement if addressed to the UBO or to such other address which may from time to time be notified by each party to the other.
- 7.2. Any notice given as herein above provided to the respective address, shall, if given by post, be deemed received at the expiration of seventy-two hours from the time it is given and if by personal delivery at the time of delivery and if by facsimile or electronic mail shall be deemed received at the time of dispatch of the same. The is obliged to notify the Nominee of any change in his address or contact details as soon as they occur.

8. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Republic of Cyprus and the parties hereto irrevocably submit to the non exclusive jurisdiction of the courts of Cyprus in connection herewith.