

ZEDRA CAYMAN ISLANDS TERMS OF SERVICE

AUGUST 2023

1. Introduction and Definitions

1.1 The ZEDRA Group is a multi-jurisdictional services provider focusing on active wealth, trusts, corporate and fiduciary services and funds. A full list of jurisdictions in which the ZEDRA Group operates and the main trading entities included within the ZEDRA Group is available at www.zedra.com.

“ZEDRA Cayman” forms part of the ZEDRA Group and encompasses Zedra Trust Company (Cayman) Ltd (Registered number 029978), holder of an unrestricted Trust Licence, and its subsidiaries Zedra Directors (Cayman) Limited (Registered number 045515), Zedra Management Services (Cayman) Limited (Registered number 81635) and Zedra Holdings (Cayman) Limited (Registered Number 030247), (each holders of Nominee (Trust) Licences) as well as Zedra Fund Administration (Cayman) Ltd. (Registered Number 215678), holder of a full Mutual Fund Administrator Licence. One or more entities within ZEDRA Cayman may provide the Services (as defined below) to you. From time to time Services may also be provided by another ZEDRA Entity within the ZEDRA Group under an outsourcing arrangement where it is deemed necessary or appropriate for this to occur. Where a Service is directly provided by another ZEDRA Entity within the ZEDRA Group then the terms of business for that ZEDRA Entity shall be applicable to the provision of that Service to you.

ZEDRA Cayman is regulated by the Cayman Islands Monetary Authority (CIMA), contact details for CIMA can be found here: www.cima.ky/contact-us.

1.2 The following definitions apply to these Terms:

“Additional Terms” means any additional terms agreed in writing amending, varying or agreeing additions to these Terms;

“Advice” means independent legal, tax or investment advice and/or opinions;

“Agreement” means any agreement entered into between you and us for the provision of the Services including any Application Form, Engagement Letter, Governing Instrument, Services Agreement, Additional Terms and any Fee Schedule;

“Appointee” means all or any persons provided by us to act in whatever capacity in connection with any Arrangement;

“Arrangement” means any structure, matter or circumstance where a ZEDRA Entity provides a Service;

“Assets” means any assets of an Arrangement at any given time including but not limited to any monies held in bank accounts related to the Arrangement over which a ZEDRA Entity has control;

“Application Form” means any application form relating to a Service;

“Authorised Person” means any person entitled or empowered or authorised in a form acceptable to us, to give Proper Instructions in respect of any Arrangement;

“CDD” means information and documentation required to:

- identify and verify the identity of you and any other person connected to the Arrangement including the beneficial owner of any Assets contributed to an Arrangement;
- identify the source of Assets contributed to an Arrangement and the source of wealth from which such Assets derive; and
- enable us to assess the extent to which we may be exposed to risk and meet our legal and regulatory obligations;

“Client Entity” means the client entity to which ZEDRA Cayman and/or another ZEDRA Entity provides Services;

“Conflict of Interest” means any conflict of interest including but not limited to a conflict between (a) our interests; or (b) your interests; or (c) the interests of other Arrangements;

“Electronic” and “Electronically” means any form of message made by any type of telecommunication, digital or electronic or technological device;

“Employee” means any director, officer, consultant, agent, contractor or employee of any member of the ZEDRA Group;

“Engagement Letter” means the engagement letter entered into between you and us agreeing the Services and the terms on which the Services will be provided incorporating these Terms;

“Fee Schedule” means the schedule of fees charged for a particular Service and related expenses as may be amended from time to time;

“Governing Instrument” means the document, instrument or deed creating or establishing or amending the Arrangement;

“Gross Negligence” in relation to a person means a standard of conduct beyond negligence whereby a person acts with reckless disregard for the consequences of a breach of duty of care owed to another person;

“Indemnified Party” means any director, officer, employee, delegate, agent or subcontractor of any ZEDRA Entity;

“Information” means all present and future information, including personal data and documents concerning an Arrangement, you, any Interested Person or an Authorised Person;

“Interested Person” means any person who is connected to, or who has any role in, or who has benefited from an Arrangement;

“Liabilities” means any liabilities of any kind including taxes, fees, expenses, disbursements or otherwise;

“Losses” means all losses, costs, expenses, damages, actions, suits, proceedings, claims, demands and Liabilities suffered by any person;

“Material Breach” means a failure on the part of either party to an Agreement to perform an important and essential contractual obligation thereunder which must be more than trivial but need not be repudiatory, and that has a serious effect on the benefit a party would otherwise derive from the Agreement, including but not limited to a breach of clauses 3, 4, 7, 12.6, 14.12 and 14.13 of these Terms.

“**Operator**” means a director or officer of the Client Entity;

“**Privacy Notice**” means the ZEDRA Privacy Notice appearing at www.zedra.com/legal-privacy-notice as amended from time to time;

“**Proper Instructions**” means directions, instructions, consents, requests, approvals, recommendations:

- a) given, or purportedly given, by:
 - i) the Client; or
 - ii) any Operator; or
 - iii) any Authorised Person; or
 - iv) any person we reasonably believe to be authorised by you.
- b) provided by letter, fax or any Electronic means (including email) in a form legible to us;
- c) provided orally either by telephone or video call provided that acceptance of verbal instructions by you has been agreed in writing between you and ZEDRA Group in advance of such direction being given.

“**Regulatory Requirement**” means:

- a) any obligation that we have, or any other person has, to comply with under any law, order, statute or regulation (including any tax legislation or rules made by an applicable regulatory body or agreements made with tax authorities), or as the result of a decision by a court, regulatory authority, tax authority, ombudsman or similar body;
- b) any obligation or standard under any industry guidance or code of practice which we are or, where relevant, another person is obliged to follow;
- c) any other legal or regulatory requirement governing the provision of relevant Services in the jurisdiction in which we provide a Service; or
- d) any circumstance where it is unclear whether an obligation or requirement applies and we have determined that it does.

“**Service**” means a service provided by a ZEDRA Entity pursuant to an Agreement;

“**Services Agreement**” means any agreement in writing entered into between: (a) us and (b) you and/or (c) an Arrangement, relating to a Service;

“**Terms**” means these terms;

“**Working Day**” means any day on which the relevant ZEDRA Entity providing the Service is open for business in compliance with applicable laws;

“**ZEDRA Entity**” means the ZEDRA company which provides the Service;

“**ZEDRA Group**” means the ZEDRA Entity, its direct and indirect parent companies and any companies that it or its direct or indirect parent companies totally or partly own at any time.

1.3 Unless the context otherwise requires:

- a) “**you**” and “**your**” refers to any person/persons entering into this Agreement and any person to whom Services are provided, and, where applicable, that person’s heirs, duly authorized representatives,

legal personal representatives, successors and assigns, and, in the case of a corporate body, its successors and assigns, and any beneficial owner or controlling person;

- b) “**we**”, “**us**” and “**our**” refers to the ZEDRA Entity providing the Services;
- c) “**person**” means any natural or legal person;
- d) references to a section, a clause or to a schedule are to a section, clause or schedule of these Terms;
- e) words denoting the singular will include the plural where the context admits;
- f) a reference to another agreement or document is to that agreement or document as amended, varied or replaced from time to time; and
- g) a reference to a statute is to a statute as it may have been amended, modified, re-enacted or replaced from time to time.

2. Proper Instructions

- 2.1 We may rely and act upon Proper Instructions subject to the terms and nature of the Arrangement under which Services are provided. Where an Arrangement involves us exercising our discretion we shall not be bound to act under Proper Instructions and nothing within such Proper Instructions shall serve to fetter any discretion exercised.
- 2.2 To the extent permitted by applicable law, we are under no obligation to consider whether any Authorised Person is suitable or has sufficient capacity, experience or understanding of the Arrangement to act as an Authorised Person or to monitor or question any Proper Instructions received from an Authorised Person. We will continue to consider and/or act on Proper Instructions from an Authorised Person until you give us written notice (including via email) that they are no longer so authorized to make Proper Instructions.
- 2.3 Subject to applicable law and regulation, we are under no obligation to make any enquiry as to the authenticity or correctness of any Proper Instructions nor the authority or identity of the person giving them.
- 2.4 We may record or monitor electronic communications between us; and/or you or any other person connected with you which may be used as evidence in any court proceedings subject to applicable law and regulation.
- 2.5 We shall not be obliged to take or omit to take any action pursuant to instructions where, in our reasonable consideration, we are uncertain as to the authority of the person making the request or giving the Proper Instruction, or where Proper Instructions are not sufficiently clear and/or precise or do not contain sufficient information to allow us to materially comply with such instructions.
- 2.6 We may refuse to act or take any action or omit to take any action which, in our sole discretion, we consider:
 - a) may be contrary to any applicable law or regulation;
 - b) may conflict with any provision of the Governing Instrument;
 - c) may be inconsistent with any duty owed by us to the Client Entity or is inconsistent with any other Proper Instructions received;

- d) that by carrying out the Proper Instructions we or another member of the ZEDRA Group might breach a regulatory requirement, become exposed to action or censure from any government, regulator or law enforcement agency or otherwise damage our reputation or contravene internal policies; or
 - e) would be impractical or impossible to carry out the Proper Instructions.
- 2.7 We are not liable to you, the Client Entity, the Operator or any Interested Person if we do not take any action which in our opinion would breach any Regulatory Requirement or market practice or, where applicable, our fiduciary duties to the Client Entity. To the extent that there is any conflict between these Terms and our duties under any law or Regulatory Requirement or market practice or, where applicable, our fiduciary duties, we will act in a way which we reasonable consider necessary to comply with such law or Regulatory Requirement or market practice or our fiduciary duties. We will not be responsible for Liabilities and/or Losses which arise from our so acting or not acting.
- 2.8 Unless Regulatory Requirements prevent us from doing so, we will make reasonable efforts to confirm:
- a) if we refuse to accept Proper Instructions; and
 - b) what can be done to enable us to accept the Proper Instructions.
- 2.9 We may, but are under no duty to, require you or an Authorised Person to set up certain security procedures or take other steps before we will accept Proper Instructions.
- 2.10 Where, (subject to the other provisions of this Clause 2) we accept Proper Instructions, we will act on them as soon as possible. We are under no duty to acknowledge receipt of Proper Instructions other than by acting on such Proper Instructions.
- 2.11 We may seek further information or take any other actions we deem appropriate before acting on Proper Instructions. Subject to any applicable law, neither ZEDRA Cayman nor any Indemnified Party shall be liable for any Losses arising from any failure by you, an Operator, an Interested Person or an Authorised Person and/or the Client Entity to give acceptable Proper Instructions in a timely manner.
- 2.12 To the extent permitted by applicable law, we are not liable if, due to circumstances beyond our control, Electronic communications/messages are not secure, infected with a virus, intercepted, delayed, corrupted, not received or received by persons other than the intended recipient and are not liable for, and you accept responsibility for, any Liabilities incurred and/ or Losses suffered by any person arising from the use of, or our agreeing to accept, Electronic communications/messages.
- 2.13 Neither ZEDRA Cayman nor any Indemnified Party shall incur any Liabilities whatsoever in respect of any action taken (or not taken) by ZEDRA Cayman or an Indemnified Party in good faith in reliance upon Proper Instructions and you and/or the Client Entity irrevocably indemnifies the Indemnified Parties against any Losses suffered or incurred by any of them resulting from any action taken (or not taken) by ZEDRA Group or any Indemnified Party in good faith in reliance upon Proper Instructions.

3. Due Diligence

- 3.1 We are required by Regulatory Requirements (and our internal policies and procedures) to obtain CDD and you undertake to provide CDD in the form that we require and to update it on request in accordance with applicable law and regulation. Subject to Regulatory Requirements (and our internal policies and procedures), we may determine at our discretion the time at which CDD is required and the form in which it should be delivered and will retain such CDD in accordance with Regulatory Requirements even after the Agreement has been terminated.
- 3.2 In the event that CDD is not made available when required or is not in a form acceptable to us, we reserve the right to immediately cease to provide Services to you and the Client Entity. If we terminate our engagement with you then such termination shall be without any liability on our part and without prejudice to our ability to claim our fees, disbursements and charges incurred prior to such termination.

4. Your undertakings and acknowledgements

- 4.1 You undertake and warrant as follows (as applicable):
- a) that prior to the creation of an Arrangement, you have complied with all laws in any jurisdiction that apply to you, the relevant Services or the Assets and you will continue to comply with all such laws during the course of our engagement;
 - b) that neither you nor any Interested Person will use the Arrangement to handle, conceal or in any way utilise funds or Assets related to the proceeds of any criminal conduct including but not limited to fraud, tax fraud or evasion, money laundering, drug trafficking, terrorism or false accounting;
 - c) that all Assets introduced to an Arrangement (except Assets introduced by us) are, or will be, the lawful property, or under the lawful control, of the person introducing such Assets prior to such introduction and will not be connected in any way with illegal activity or be the proceeds of crime or connected with terrorist financing or similar and you will provide full details of the provenance and source of all the Assets introduced to an Arrangement by you or any other party;
 - d) that you have been, are, and at all times will be, compliant with, and fulfil all of your tax and reporting obligations, and have made and will make, all tax declarations including those relating to the Arrangement and the Assets and any benefits received and income or gains that they produce in all relevant jurisdictions (the "Tax Obligations"), and all payments of tax in any and all relevant jurisdictions in respect of the Arrangement and all benefits received from the Arrangement;
 - e) that you will inform us within ninety (90) Working Days of the occurrence of any change in your personal circumstances that are relevant to the Tax Obligations including, but not limited to, address, nationality, residence or domicile, noting that you will be responsible for reviewing your own tax advice or to have it reviewed should there be any changes in your personal circumstances;

- f) that you will not in any way use the name of any member of the ZEDRA Group without our prior written consent;
 - g) that you will give us notice immediately if you become aware of:
 - i) the occurrence of any event which may have a material effect on an Arrangement, its Assets or activities or on our willingness or ability to continue to provide the Services (for example, a change of address or a divorce or death in the family or a material family dispute, any event evidencing your insolvency or the commencement of your bankruptcy, liquidation, winding up or dissolution or any event affecting the probability of our not being paid for providing the Services or our not having sufficient liquid funds to administer an Arrangement);
 - ii) any actual or threatened litigation investigation by any judicial, regulatory or tax authority in any jurisdiction in relation to you or an Arrangement which may affect us in any way and of any progress in these matters, and will promptly provide such information as we may, in our absolute discretion, require in this respect (for example, information as to the status of relevant litigation); and
 - iii) of any breach of clause 4.1(d).
 - h) that where you have any powers or rights with respect to an Arrangement or where the Services include the provision of an Appointee:
 - i) you will not take any action, enter into any agreement, give any undertaking, make any representation or otherwise incur any liability on behalf of the Arrangement without our prior written consent;
 - ii) you will not hold yourself out as our agent or representative or as agent or representative of the Arrangement or use the name of the Arrangement in any business activities without our prior written consent;
 - iii) you will ensure that the Arrangement will not be involved in any activities without first obtaining any licence, consent or approval required in any relevant jurisdiction and will ensure that the Arrangement will not be involved in any activities which would (a) breach any conditions contained in any such licence, consent or approval; or (b) that are unlawful or which may reasonably be expected to cause material harm to us, including but not limited to reputational damage in any jurisdiction;
 - iv) you will ensure that the Arrangement will not:
 - i. be involved, directly or indirectly, in any unlawful activity;
 - ii. be used for any unlawful purpose; or
 - iii. receive the proceeds of unlawful activity in any jurisdiction.
 - i) that you will obtain our prior written consent before:
 - i) separating, assigning, selling, pledging or otherwise disposing of or encumbering any part of your interest in an Arrangement;
 - ii) that you will not take any action, and will procure that no other person takes, any action which could reasonably be expected to cause any member of the ZEDRA Group to suffer material reputational damage; and
 - iii) that any Interested Person (within reason) is made aware of these Terms.
- 4.2 To the extent that you have, or have reserved to yourself or another person, or been granted, any powers in respect of an Arrangement or a Service, you will exercise such powers or will ensure that such powers are exercised in such a way that ensures that:
- a) all Tax Obligations are met;
 - b) all tax liabilities payable by any Arrangement in any applicable jurisdiction are discharged from the Assets of the Arrangement when applicable;
 - c) we are provided with all information and documentation that we may require on demand; and
 - d) you and any person with powers in respect of an Arrangement or Service will take legal advice on the exercise of your duties and obligations in relation to any Arrangement.
- 4.3 Where our Services are provided jointly to you and other persons:
- a) each person will be deemed to have appointed the other person to act as his agent to exercise full power and authority in connection with the Services on his behalf; and
 - b) all the obligations of you and the other persons engaging our Services (under these Terms and otherwise) will be joint and several.
- 4.4 You will not, without our written consent, join us in to any proceedings in connection with an Arrangement to which we are not a party. In the event we become parties to any such proceedings, you agree to our having independent professional representation and to indemnify us against all Liabilities and Losses that we may suffer or incur as a result thereof.
- ## 5. Advice and information
- 5.1 We do not provide Advice and nothing in any discussions between you and us or information provided by us may be taken to be, or taken as, Advice or a substitute for independent Advice or depended upon as a substitute for taking independent Advice. We do not warrant or assume any duty of care to ensure that any information provided by us is accurate, up to date, complete or appropriate to you or the relevant Arrangement or to take into account your circumstances or the circumstances of any other person.
- 5.2 You must seek Advice to satisfy yourself of any tax or legal or other consequences for you, the Arrangement, of establishing an Arrangement or of our administration of the Arrangement or of accepting a benefit from an Arrangement or from the continuation or termination of the Agreement.

- 5.3 We have no duty or obligation to ensure that the establishment of the Arrangement, our administration of any Arrangement or the exercise of any of our powers will not create any adverse financial consequences for the Arrangement or cause you or any person to suffer any Liabilities or Losses except duties and obligations that we cannot exclude by law.
- 5.4 You undertake to seek Advice on a regular basis, especially if your circumstances change or you become aware of any tax or other changes which may affect you or the Arrangement, tailored to your particular circumstances and, if you fail to, or choose not to, do so, we have no obligation to raise this or remind you further to do so.
- 5.5 We have no fiduciary or other obligations to you or any other person to ensure that any Arrangement is, or remains, suitable for your purposes or the purposes of any person for legal or tax purposes, even if we are aware of any change in the law or in the circumstances of any person, or to consider or to advise you of changes in any law or tax regime, or to consider or advise you whether any changes to any law or tax regime will affect you, the Arrangement or any person.
- 5.6 Any Advice obtained by the ZEDRA Entity in respect of an Arrangement at the expense of a ZEDRA Entity shall belong to that ZEDRA Entity and cannot not be relied upon by you or any other person connected with, or advising in respect of, the Arrangement without consent.
- 5.7 We may require you to provide us with copies of any Advice that you have obtained with respect to the Arrangement or the Services and to have such Advice refreshed on a regular basis but we will have no duty to comply with such Advice or any liability for Losses caused by any failure to comply with such Advice unless we have agreed to do so in writing.
- 5.8 ZEDRA Group is not obliged to provide services pursuant to the Arrangement unless it has available to it at the relevant time the requisite information, documentation and funds. You shall ensure that all documents and information provided to us by you or on your behalf shall be accurate and complete in all material respects and we shall be entitled to assume such accuracy and completeness in rendering the services pursuant to the Arrangement.
- 5.9 In accordance with the terms of the Arrangement, we may, at your cost, obtain and rely upon (without responsibility for any Losses) professional advice on any matter relating to the Services or Arrangement.

6. Administration and Delegation

- 6.1 We may carry out the administration of an Arrangement in the Cayman Islands but may change that jurisdiction of administration to any jurisdiction we consider appropriate.
- 6.2 We may act through any Employee or any member of the ZEDRA Group notwithstanding the contracting party to any Arrangement with you.
- 6.3 We may employ members of the ZEDRA Group and other persons to provide services, including but not limited to reporting and compliance services and may delegate (with or without a power to sub-delegate further) any or all of our obligations, functions or responsibilities to

another member of the ZEDRA Group or another person, in any jurisdiction without further notice or consent and we will not be liable for any Losses caused by such employee, delegate or sub delegate unless such liability cannot be excluded by local law.

- 6.4 Except where the provisions in the Agreement, the Governing Instrument or the applicable law provide otherwise, none of the powers given to us, any member of the ZEDRA Group or any Appointee or Employee under these Terms is a fiduciary power. All such powers may be exercised having regard solely to our own interests.
- 6.5 In relation to Arrangements where we act as trustee or nominee shareholder, we may at our absolute discretion decline to accept or retain any Asset and, if the Arrangement owns or acquires an Asset we do not wish to retain, such Asset may be sold or transferred or otherwise disposed of without any Liability on our part.
- 6.6 We will not do anything or be required to do anything that may put us or any of our Employees at personal risk of injury or risk of any criminal or civil liability, penalty or prosecution anywhere in the world or which may, in our opinion, conflict with any Regulatory Requirement.

7. Fees and Expenses

- 7.1 We shall be entitled to remuneration for the provision of the Services to you in accordance with the fees agreed between us on the engagement letter or Agreement (as applicable), or as otherwise agreed in writing, and also to any expenses or disbursements which we have incurred in providing the Services to you, as applicable. Any ad hoc services provided by us to you that are not set out in the engagement letter or Agreement shall be chargeable in accordance with our standard schedule of fees (whether fixed fees or time spent) and as communicated to you.
- 7.2 Our hourly billing rates vary according to the experience, qualifications and role of the individuals involved. Our hourly billing rates are reviewed from time to time and may be adjusted as we consider necessary. and as communicated to you with no less than 30 days' notice. The billing rates applied will be those in force at the time the work is undertaken. We shall resource your matter with individuals that we, in our absolute discretion, shall determine are appropriate in the circumstances based on levels of experience and expertise involved.
- 7.3 Charges applicable to fixed fee work may be adjusted from time to time subject to inflation, overheads, market rates and any other factors that we consider reasonable.
- 7.4 Where we are holding money for you on account we may use this money towards payment or part payment of any of our own outstanding invoices. Similarly, if we are nominated as authorized signatories on the bank account of any Client Entity, we reserve the right to effect payment from the account of invoices owed to any ZEDRA Entity. Notwithstanding the foregoing, irrespective of whether a Client Entity holds any assets from which the fees, expenses and disbursements owed to us may be deducted, pursuant to these Terms you shall hereby guarantee due payment of all such fees, expenses and disbursements and you hereby expressly waive any right you may have to require that the ZEDRA Group first seek recourse against the assets of the Client Entity or any other person prior to pursuing you for same.

- 7.5 By engaging us to provide the Services you authorize us to incur and charge for disbursements including, but not limited to, those related to government and regulatory expenses, courier services and any other third party charges.
- 7.6 Notwithstanding which ZEDRA Entity provides the administration of any Arrangement with you, you may be invoiced from any other company within the ZEDRA Group and payment by you to any other company within the ZEDRA Group shall constitute a valid discharge of your payment obligations to us.
- 7.7 Notwithstanding the previous clause, in the event that you settle an invoice in a currency other than that in which the invoice has been issued we reserve the right to retain any resulting foreign exchange gains unless you request return of the excess (minus any bank charges incurred in respect of that payment). For the avoidance of doubt, in the event that an invoice is settled in a currency other than that in which the invoice has been issued which results in the total amount received by us to be less than the amount of the invoice in question, you shall remain liable for the outstanding balance.
- 7.8 We may require you to provide funds prior to our commencing work to meet our fees and expenses. We shall decide how to allocate our fees and expenses within an Arrangement as we consider fit.
- 7.9 In the event that full payment is not received within 30 days of the date of the relevant invoice, ZEDRA Group reserves the right to impose an interest charge on the overdue amount calculated from the date of delivery of the invoice, at the rate of 10% per annum, as well as administration and collection fees.
- 7.10 In the event of non-payment of all or any part of any fees owed to any ZEDRA Entity, including any disbursements or expenses due to us from you or the Client Entity, we shall have (where permitted by applicable law and Regulatory Requirements) a general and particular lien over assets, documents and funds held by or on behalf of you or the Client Entity for all claims and money owing by you or the Client Entity under any contract whatsoever and in any other way whatsoever until the invoice has been settled.
- 8. Data protection and confidentiality**
- 8.1 We and other companies within the ZEDRA Group will collect, process and disclose any Information in accordance with applicable law, principally the Cayman Islands Data Protection Act 2017 and, to the extent applicable, the Data Protection Regulation of the European Union (Regulation (EU) 2016/679).
- 8.2 Without prejudice to clause 8.1, you consent to our collecting, processing and disclosing of any Information in accordance with this clause 8.2 as amended from time to time, in any of the following circumstances set out in sub-clauses (a) to (i), each of which shall be construed independently of the others and without prejudice to the generality of each:
- a) if in our opinion, (which shall be conclusive and binding), the collection, processing and disclosure is necessary or desirable to provide the Services;
 - b) if disclosure is to any person who requires the Information in order to provide a service to, in connection with us or the Arrangement, including any Employee, delegate or sub- delegate;
 - c) if disclosure is to other members of the ZEDRA Group in connection with the Services or the management of the ZEDRA Group;
 - d) if in our opinion, collection, processing and disclosure is required to be made in connection with a Regulatory Requirement in any jurisdiction whether or not such requirements shall have the force of law in the jurisdiction of the proper law of the Arrangement or whether or not such disclosure may be enforced on the ZEDRA Group;
 - e) if collection, processing and disclosure is required by or in connection with or to assist with any Arrangement, your or any other person's tax filing or reporting requirements in any jurisdiction;
 - f) where disclosure is to the operator of any internet service provided in connection with the Arrangement;
 - g) if disclosure is to any third party as a result of any assignment, transfer or novation of our rights and obligations, or any merger, restructure, sale or acquisition of the ZEDRA Group or any part thereof or to anyone to whom we may transfer our rights and/or obligations under the Arrangement;
 - h) disclosure is to a new service provider to which the Arrangement is going to be transferred;
 - i) for any purpose permitted in accordance with this clause 8.
- 8.3 Where we transfer or disclose Information to any person in accordance with clause 8.2, unless such Information is either transferred or disclosed pursuant to a legal duty of disclosure, we will use reasonable endeavours to procure that any person uses such Information for the same purposes as it was originally supplied to us and/or as used by us and, where necessary or appropriate, is placed under an obligation of non-disclosure equivalent to that imposed on us and will ensure that any such person in another country agrees to apply the same or similar level of protection to the Information as we are required to provide.
- 8.4 Where you provide us with personal and financial information relating to others you hereby undertake that you have their consent, or are authorised to consent on their behalf or are otherwise entitled to disclose such Information to us and to consent to the processing of that information including sensitive personal data by us. Such parties may receive data protection notices from us from time to time.
- 8.5 You authorise, and give consent to us to collect, use, process and disclose Information relating to medical, health, lifestyle, ethnic background and criminal offences alleged or otherwise that is provided by you or that we obtain from third parties for the purposes of:
- a) assessing, identifying and providing you with products and services relating to the Arrangement;
 - b) applying for a product of an insurance company/ organisation in connection with an Arrangement;

- c) detecting and preventing crime (including, without limitation, fraud and money laundering and terrorist financing);
 - d) transferring your information in accordance with clause 8.2; and
 - e) otherwise meeting our obligations under the Agreement, including but not limited to this clause 8.
- This Information may be obtained at any time directly from you or from third parties, such as your employers, bankers, credit reference agencies, fraud prevention agencies or other organisations, or from our administration or management of the Arrangement.
- 8.6 Subject to applicable law, we and other companies in the ZEDRA Group will collect, use, process and disclose your Information in accordance with clause 8.2 in order to:
- a) provide the Services;
 - b) carry out regulatory checks and meet our obligations to any regulatory authority;
 - c) protect ourselves against harm to our rights and interests;
 - d) develop and improve our services through assessment and analysis of the Information;
 - e) prepare high-level anonymised statistical reports from Information about you and other parties which may be shared with any persons;
 - f) prevent and detect fraud, money laundering, terrorist financing and other crimes;
 - g) improve the relevance of marketing messages we may send you which you have consented to receive and which you can opt out of as stated below;
 - h) provide you with statements and provide services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis).
- 8.7 You acknowledge and agree that, in order to make or receive payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (for example, the prevention of crime).
- 8.8 It is mandatory for you to provide the Information to us. In the event that you do not provide such Information, we may not be able to provide you with our Services.
- 8.9 Subject to your consent, we and other companies in the ZEDRA Group may use Information to inform you by post, Electronically and by any new methods of communication about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us.
- 8.10 Notwithstanding clause 8.9 we may contact you or an Authorised Person by telephone, post or Electronically in the standard course of business and you expressly consent to these forms of communication.
- 8.11 Any processing of personal data, as defined in the Data Protection Regulation of the European Union (Regulation (EU) 2016/679) and the Cayman Islands Data Protection

Act 2017, which apply to the processing of personal data of data subjects within the European Union and the Cayman Islands' respectively, will be processed in accordance with our Privacy Notice which may be found at www.zedra.com (a link is also included in the definition of "Privacy Notice" above)

- 8.12 We hereby acknowledge that all information of whatever kind relating to the Arrangement is confidential and undertake to maintain strict confidentiality with regard to the same and further undertake that we shall not during the continuance of this Agreement or after its termination disclose to any person whatsoever any information relating to the Arrangements Notwithstanding the foregoing, we may disclose information concerning the Arrangement:
- a) with your express authority or the express authority of an Authorised Person;
 - b) as may be necessary and proper in the ordinary course of business or the performance of the Services;
 - c) as so required by a relevant regulatory authority or as so ordered by a court of competent jurisdiction; or
 - d) as otherwise specified in the Terms.

9. Limitation of Liability and Indemnities

- 9.1 We will not be liable to you, the Client Entity, any Operator, an Arrangement or any Interested Person for any failure or delay in providing any Services as a result of any circumstances beyond our control including but not limited to:
- fire, terrorism, natural disasters, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockout or interruption or failure of utility service.
- 9.2 We will also not be liable to you, the Client Entity, any Operator, an Arrangement or any Interested Person for any loss of business, loss of goodwill, loss of opportunity or loss of profit suffered by any person.
- 9.3 In the absence of fraud, wilful default or Gross Negligence, none of the ZEDRA Group, any ZEDRA Entity nor the Indemnified Parties shall be liable for any Losses suffered or incurred by you and/or the Client Entity and/or any Operator/Interested Person or any Arrangement at any time from any cause whatsoever arising out of any act or omission on the part of the relevant ZEDRA Entity, ZEDRA Group or any Indemnified Party in connection with our duties under the Agreement.
- 9.4 Other than in respect of Losses for which we are not entitled to indemnification under applicable law or the terms of the Governing Instrument, we will be indemnified out of the Assets of an Arrangement for:

- a) any Losses that any member of the ZEDRA Group and/or its Employees incur directly or indirectly as a result of false, incomplete or inaccurate information provided by you or any other person including an Authorised Person;
 - b) Any fees and expense payable for our Services;
 - c) Any Liabilities or Losses arising in relation to or incurred by any Arrangement or any Asset;
 - d) Any Liabilities and Losses that any member of the ZEDRA Group and/or its Employees suffer in providing the Services arising from any breach by you or any other person, including an Authorised Person, of this Agreement; and
 - e) Any judgement recovered against and paid by us in respect of an Arrangement.
- 9.5 You and/or the Client Entity shall indemnify (on a full indemnity basis) ZEDRA Group, the relevant ZEDRA Entity and all Indemnified Parties against any Losses which may be suffered or incurred by ZEDRA Group, the relevant ZEDRA Entity and all Indemnified Parties from time to time in connection with the provision of Services, save where such Losses arise from the fraud, wilful default or gross negligence of the ZEDRA Group, the relevant ZEDRA Entity or an Indemnified Party.
- 9.6 The foregoing indemnity:
- a) extends to any Losses suffered or incurred in respect of proceedings, claims or demands brought against any Indemnified Party by any third party arising out of or in connection with the provision of the Services;
 - b) may be called upon in respect of claims, proceedings or demands whether or not ZEDRA Group or a ZEDRA Entity is a party and whether or not ZEDRA Group or a ZEDRA Entity has suffered any Losses; and
 - c) may be called upon in respect of claims, proceedings or demands brought against an Indemnified Party who no longer works nor is associated with the ZEDRA Group or any ZEDRA Entity.
- 9.7 Without prejudice to clause 9.1, to the extent permitted by law, we are never liable to you, an Interested Person, any Arrangement, or other person for:
- a) any Losses arising from any cause beyond our reasonable control, or where the effect of which is beyond our reasonable control to avoid; or
 - b) any Losses that we did not anticipate when we exercised any of our powers when providing Services or when we received or acted upon Proper Instructions; or
 - c) any loss of business, loss of goodwill, loss of opportunity or loss of profit suffered by any person; or
 - d) the actions of any Authorised Person over which we have no control.
- 9.8 In relation to any indemnity claim that we may have, the relevant ZEDRA Entity will make the claim for itself and its Appointees as trustee and owner of the relevant claim.
- 9.9 We are entitled to the benefit of any indemnities set out in documentation relating to the Arrangement and the indemnities herein are independent from and, in addition and without prejudice to, any other indemnities set out in any other agreement or document in our favour.
- ## 10. Discharging Liabilities Arising Under an Arrangement
- 10.1 Where any Liabilities arise in respect of an Arrangement or an Asset, we may, subject to the terms of the Governing Instrument:
- a) discharge such Liabilities using the Assets of the Arrangement;
 - b) if there are insufficient liquid assets in the Arrangement or an Interested Person able to discharge such Liabilities, require you to provide funds on demand to enable the Arrangement to discharge such Liabilities, require you to provide funds on demand to enable the Arrangement to discharge such Liabilities and, if you fail or refuse to do so, sell, liquidate or realize Assets in order to pay any Liabilities.;
- regardless of whether the relevant Liabilities could be enforced against us.
- 10.2 Where we exercise our rights under this clause 10:
- a) to the extent permitted by law, our liability for any Losses that you or the Arrangement or an Interested Person suffer or incur shall be excluded; and
 - b) we will be indemnified by you and the Assets of the Arrangement for any Liabilities and Losses that we suffer or incur.
- 10.3 To the extent permitted by law, our liability for any Losses suffered by any party, including an Asset, an Interested Person or the Arrangement, arising directly or indirectly from your failure or refusal to provide us with sufficient funds to pay any or all Liabilities payable or which may become payable in respect of an Arrangement or any Asset where you are obliged to do so under clause 10.1 (b) shall be excluded.
- ## 11. Conflicts of interest
- 11.1 The Services provided to you and/or the Client Entity are not exclusive and the ZEDRA Group and any ZEDRA Entity shall be entitled to provide or procure similar services to other persons. We are not under any obligation or duty to disclose to you and/or Client Entity any fact or matter which may come to our attention in the course of us providing similar services to other persons or entities in our general course of business in any capacity or any manner whatsoever other than in carrying out our duties to you and/or Client Entity under the Agreement.
- 11.2 You and/or the Client Entity acknowledge that in providing similar services to other persons and/or entities the interests of them and you may conflict. Notwithstanding, you hereby consent to us acting or continuing to act in the event of a conflict of interest arising.

- 11.3 Where any member of the ZEDRA Group acts in circumstances where there is a Conflict of Interest, it will not be liable to account for any profit made.
- 11.4 If we consider that we may have a Conflict of Interest, we may (but shall not be obliged to) terminate the Agreement under clause 11 and will not be liable for the costs or expenses arising from such termination.
- ## 12. Termination
- 12.1 Either party may serve notice on the other party to terminate the Agreement upon thirty (30) Working Days' notice. Where you terminate the Agreement, we will assume that you have taken legal advice (where applicable) and understand the consequences of any termination noting that we will not be liable for any Losses suffered as a result.
- 12.2 Where you have breached the terms of the Agreement and such breach(es) is/are capable of being remedied, you shall be served written notice of such breach and given 21 Working Days to remedy such breach. In the event that the breach is not remedied within this timeframe we reserve the right to terminate the Agreement with immediate effect in accordance with clause 11.4. In the event of a Material Breach of the Agreement termination shall take effect immediately upon service of notice of such Material Breach from ZEDRA Group to you.
- 12.3 An Agreement shall be terminated immediately upon one party giving notice to the other party of the party becoming insolvent or going into liquidation (other than a voluntary liquidation) or a receiver being appointed or some event of equivalent effect.
- 12.4 Without prejudice to our rights to terminate an Arrangement in accordance with the terms of the Agreement or otherwise clause 3.2, 11.2 and 11.3 of these Terms, we also reserve the right to terminate our engagement in respect of you or any Client Entity with immediate effect where we consider, in our sole and absolute discretion, that:
- a) acts or omissions taken by you and/or the Client Entity may potentially breach any law or Regulatory Requirement or assist criminal activity;
 - b) you, the Client Entity or any Interested Person is or may become subject to any investigation or proceeding of any regulatory body in any applicable jurisdiction having jurisdiction over any such entity or person (as the case may be), other than any audit, examination or inquiry of a routing nature by an taxation, regulatory or self-regulatory agency; or
 - c) continuing to provide the Services would constitute a breach of any Regulatory Requirement or may expose any member of the ZEDRA Group to action or sanction from any government, regulatory or law enforcement agency in any jurisdiction or to reputational damage;
 - d) continuing to provide the Services may cause us or any other member of the ZEDRA Group to break any applicable law, regulation, code or other duty in any jurisdiction which applies to us;
 - e) continuing to provide the Services would be prejudicial to our interests of the interests of any other member of the ZEDRA Group;
- f) any event occurs in relation to you, the Client Entity or any Interested Person where in our reasonable opinion determine that continued provision of all or any Services to you and/or Client Entity could reasonably be expected to have a material adverse effect on the business or reputation of ZEDRA Group or the relevant ZEDRA Entity. Under investigation by any legal, judicial, fiscal, regulatory or police body in any jurisdiction or threatened with or charged with any criminal offence in any jurisdiction;
 - g) you and/or the Client Entity are or are suspected by us of being unable to meet any of its contractual payment obligations to us;
 - h) you have seriously or persistently breached the Agreement or the Governing Instrument;
 - i) you have given us false information;
 - j) there has been a change in any of the key parties of any Arrangement and we do not in our sole discretion wish to provide the Services to the successor persons or entities (as applicable) for whatever reason;
 - k) you fail to make available to us any and all information and documentation requested by us in order to provide or continue to provide the Services to you;
 - l) your conduct in our engagement for the Services makes it inappropriate for us in our sole discretion to continue to provide the Services; or
 - m) either party committing a Material Breach of the Agreement and (if such breach is capable of remedy) that party not making good such breach within 21 Working Days of service upon the party in breach of notice requiring remedy of such breach.
- 12.5 Subject to applicable law and regulation (including, without limitation, those requirements related to anti-money laundering obligations), upon termination of the Agreement, regardless of the reasoning therefor, the relevant ZEDRA Entity shall deliver to the Client, at the Client's expense, the Client Entity's records and all documents pertaining to the business and affairs of the Client Entity in possession by the relevant ZEDRA Entity. Notwithstanding the foregoing, it is acknowledged and accepted that the working papers of the relevant ZEDRA Entity relating to the provision of the Services to you and/or Client Entity are the property of the relevant ZEDRA Entity and not that of you and/or the Client Entity.
- 12.6 The relevant ZEDRA Entity may notify the Cayman Islands' registrar of companies, the registrar of exempted limited partnerships, the Cayman Islands Monetary Authority and any other relevant government or regulatory bodies or agencies of the termination of the Client Entity's relationship with the relevant ZEDRA Entity. The cost of any such notification requirements shall be borne by you and/or the Client Entity.

13. Complaints

- 13.1 We have procedures for handling your complaints fairly and promptly.
- 13.2 If you have a complaint, please email KYcomplaints@zedra.com and we will address your concerns. Notwithstanding the foregoing, ZEDRA Cayman's complaint-handling procedure allows a complaint to be made by any reasonable means, including orally.
- 13.3 We will:
- aim to resolve the complaint at the earliest opportunity;
 - investigate and assess the complaint competently, diligently, impartially, fairly, consistently and promptly, obtaining relevant additional information when necessary;
 - assess whether the complaint should be upheld, and what redress and/or remedy may be appropriate if it is upheld;
 - have that investigation and assessment carried out by someone not involved in the complaint;
 - take account of the law, any regulatory rules and guidance, voluntary codes of conduct, good industry practice, where applicable;
 - explain its decision and any proposed redress or remedy to the complainant in a way that is fair, clear and not misleading using plain English; and
 - offer redress and/or remedy where that is appropriate where applicable and comply promptly if the redress and/or remedy is accepted by the complainant.
- 13.4 On receipt of a complaint from an eligible complainant (being a ZEDRA Cayman client or a connected party to whom ZEDRA Cayman owe a duty of care e.g. a beneficiary of a trust) the ZEDRA Entity will try to resolve the complaint as quickly as possible. In the event that early complaint informal resolution is not reached, an acknowledgement letter shall be sent to the complainant within 5 business days of receipt of the complaint, naming the nominated complaints handler. The relevant client manager or director at ZEDRA Cayman shall assess who best should deal with the complaint internally, ensuring impartiality.
- 13.5 The complaint shall be logged on ZEDRA Cayman's complaint register and a full investigation shall commence.
- The complaints handler shall keep the complainant informed about the progress of the complaint and the steps ZEDRA Cayman is taking to resolve the complaint (where it is able to do so), with appropriate updates subject to the particular circumstances and complexity of the complaint. A full response letter shall be issued within 3 months from first receiving the complaint. Such final response shall either (i) accept the complaint and offer any appropriate redress and/or remedy; or (ii) offer redress and/or remedy without accepting the complaint or reject the complaint and give clear reasons for doing so.

- 13.6 In the event of a complaint remaining open for a period in excess of 3 months of receipt of such complaint, it shall be deferred to the Managing Director with a recommendation of how to reach resolution without further delay.

14. General

Entire Agreement

- 14.1 These Terms together with any Agreement constitute the entire agreement and understanding between the parties in respect of the Services provided by the relevant ZEDRA Entity and you and/or the Client Entity.

Conflicts in documentation

- 14.2 In the event of any conflict between these Terms and either:
- the Governing Instrument;
 - any Additional Terms;
 - the Engagement Letter;
 - any relevant Services Agreement;
 - the Application Form;
- the documents shall prevail in the order of (a), (b), (c), (d) and (e).

Variation and Waiver

- 14.3 We reserve the right to change any provision of these Terms at any time. Where we do so, we shall give you at least thirty (30) Working Days' notice of any changes to be made. We will provide you with a copy of the revised Terms, confirm the date the changes come into effect ("Change Date"), and request your confirmation of acceptance of revised copy of the Terms either directly to us in writing or by signing and returning a to us a copy of the Terms. Where we do not receive a signed copy or an email accepting any changes, you hereby agree that you will be bound by such revised terms on and from the Change Date.
- 14.4 The rights and responsibilities of the parties under the Agreement are cumulative, may be exercised as often as the relevant parties consider appropriate and are in addition to their respective rights under the general law. The rights and responsibilities under these Terms of the Agreement shall not be capable of being waived or varied otherwise than by express waiver or variation in writing (including via email). Any failure or delay by either party in exercising any such rights shall not affect the enforceability of any such rights and does not constitute a waiver or variation thereof.
- 14.5 Any failure by any party to insist on the other party strictly complying with these Terms or any act or omission on any party's part will not amount to a waiver of that party's rights under these Terms.

Assignment

- 14.6 We may assign any or all of our rights and powers or transfer or novate all or any of our obligations and liabilities under an Agreement to any person in any jurisdiction on giving you thirty (30) Working Days' notice.

- 14.7 Subject to the entering into of any assignment or novation agreement, on the date specified in the notice:
- the relevant person will acquire all the rights, powers and, in the case of a transfer, the obligations and liabilities, that it would have had if it had been an original party to these Terms in substitution for us;
 - we will be released from any further obligation to you, provided that in relation to any trust of which we are trustee, a new trustee is in place following the transfer. Where we have the power, we will ensure that a new trustee is appointed.
- 14.8 Neither we nor any other member of the ZEDRA Group will have any duty to account to you or any Arrangement for any sum of money or other consideration received in respect of a transfer or assignment under clause 13.6.
- 14.9 You may not transfer or assign any of your rights or obligations under an Agreement without our prior written consent which will not be unreasonably withheld.

Severability

- 14.10 If any provision of these Terms is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the provision will be treated as if did not form part of these Terms, and this will not have any impact on the validity, legality and enforceability of any of the remaining provisions.
- 14.11 In the event that the same Agreement for Services is entered into by more than one individual or entity (as the case may be) all obligations (including payment of fees) will be joint and several and each person appoints the other to act as their agent to exercise full power and authority with respect to the Services. Each such person acknowledges and agrees that where the relevant ZEDRA Entity has a right against any of them under the Agreement, the relevant ZEDRA Entity may choose in its absolute discretion which of them it shall make its claim against and each of them waives any rights it may have under applicable law to require that the relevant ZEDRA Entity first has recourse to and exhausts the assets of any other of them before it makes any claims against it and/or that it makes any simultaneous claims in appropriate proportions against any of them.

Compliance with Legal and Regulatory Requirements and Acting in Good Faith

- 14.12 You and/or the Client Entity, and the relevant ZEDRA Entity, shall do, execute and perform such further acts, deeds and documents as may be required to give full legal and practical effect to the Agreement.
- 14.13 You and/or the Client Entity, and the relevant ZEDRA Entity shall not undertake any act, matter or thing which may prejudice or bring into disrepute the business or reputation of the other party to the Agreement.

International Taxation Arrangements

- 14.14 We and/or other companies in the ZEDRA Group may be required by Regulatory Requirements to provide information and/or documentation relating to you or an Arrangement or report on an ongoing basis certain information about you, any Interested Person or Assets

on an individual or aggregated basis to a relevant tax authority which may then pass that information to other tax authorities. We will comply with these obligations without query and you consent to the disclosure of documentation and/or information in accordance with this clause 13.14. You also accept that we may be legally prevented from advising you of any disclosure.

- 14.15 To the greatest extent permitted by applicable law, we will not be liable to you for any Losses that you may suffer as a result of our complying with legislation, regulations, orders or any agreements made by any person with a tax authority in accordance with this clause or if we, or any tax authority, make an incorrect determination as to whether or not you or any other person or an Arrangement should be treated as being subject to tax to tax reporting obligations or disclosure or subject to withholding tax and/or where the incorrect determination by us results from our reliance on incorrect information provided to us by you or any third party or otherwise.

Rights of Retention

- 14.16 All fees and expenses including any actual or contingent liabilities are payable up to the date on which we transfer the Arrangement or the Agreement is terminated, whichever is later, and we may retain or use Assets in such amounts or value as we consider to be appropriate or necessary in order to discharge relevant liabilities, fees and expenses and transfer any Assets, as soon as the value of the liabilities has been ascertained. This is independent from and in addition to our rights under clause 8 and any security for liabilities provided by any new service provider to which we are entitled under the law or any Governing Instrument.
- 14.17 In accordance with our regulatory obligations under Cayman Islands' law, we shall retain your records in their original format for a period of at least 5 (five) years following termination of our relationship.

Continuation of provisions

- 14.18 The Terms (as amended from time to time) will remain in full force and effect until the Agreement is terminated or the Client Entity is wound up or is otherwise transferred to another service provider (whichever is later). Notwithstanding the foregoing, the clauses hereof entitled "Advice and Information", "Limitation of Liabilities and Indemnities", "Your undertakings and acknowledgements", "Data Protection and Confidentiality", "Proper Instructions", "Third Party Rights", "Governing Law and Jurisdiction" will be unaffected by the termination of the Agreement and the ending of the relationship between you and us or the termination of any of the Services and will remain in full force and effect.

Notices and correspondence

- 14.19 Any notice required to be given to us by you or any other person under these Terms will be in writing addressed to the ZEDRA Entity providing the Service at its registered office stated in correspondence or such other address as will be advised to you.

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- 14.20 Any notice required to be given by us to you or any other person under these Terms will be in writing will be deemed to have been given in accordance with the provisions below:
- a) if delivered personally or by courier it will be deemed to have been given at the time of the delivery;
 - b) if sent by ordinary post it will be deemed to have been given four Working Days after posting;
 - c) if sent internationally by airmail it will be deemed to have been given ten Working Days after posting;
 - d) if sent by facsimile or email it will be deemed to have been given at the time of dispatch unless we have reason to believe that it was not received.
- 14.21 Subject to any applicable law, for the purpose of us giving you notice under clause 13.3 (“Variation and Waiver”) and clauses 13.6 to 13.9 (“Assignment”), if we are not reasonably able, in our sole discretion, to serve written notice on you personally, we may instead give you notice by publishing a notice of the transfer or the changes in any newspaper of general circulation in the jurisdiction in which the ZEDRA Entity providing the Services is incorporated or on our website www.zedra.com.

Language

- 14.22 These Terms are supplied in English, and all communications between you and us will be in English. If we provide you with a translation of these Terms or any communication, the English language version will be the only legally binding version and will prevail in the event of any inconsistency.

Third party rights

- 14.23 Unless a clause of these Terms provides otherwise, a person who is not party to these Terms will have no rights to enforce any of its provisions.

Governing Law and Jurisdiction

- 14.24 These Terms will be governed by the laws of the Cayman Islands and the courts of the Cayman Islands will have exclusive jurisdiction to hear any dispute arising under or in connection with these Terms. Proceedings to enforce any judgement obtained in such courts may be taken in any jurisdiction.
- 14.25 We may serve court documents by sending them by registered post or any analogous service to the address we have for you (if permitted by applicable law) or in any other manner permitted by the laws of the Cayman Islands, the law of the place where we serve proceedings or the law of the country where the court is located.
- 14.26 Notwithstanding the foregoing, any disputes arising under or in connection with these Terms may be settled by binding arbitration in the Cayman Islands or another jurisdiction mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.