



**CORPORATE GOVERNANCE
SOLUTIONS**

GENERAL TERMS OF BUSINESS

Effective from 29 May 2020

Corporate Governance Solutions – General Terms of Business

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Corporate Governance Solutions – General Terms of Business

1. DEFINITIONS AND INTERPRETATION

- 1.1 All capitalised terms used in this introductory section are defined below.
- 1.2 These General Terms of Business are for the benefit of the Customer, each Client Entity and the CGS Persons.
- 1.3 These General Terms of Business shall apply to all Services provided by CGS to the Customer. Where a specific Engagement Letter has been entered into by CGS, it shall prevail to the extent that it contradicts or conflicts directly with these General Terms of Business.
- 1.4 Each Customer to which Services are being or have been provided shall be deemed to have accepted these General Terms of Business from and with effect from the earlier of the date upon which these General Terms of Business are first brought to the attention of the Customer and/or the commencement of the performance by CGS of any of the Services.
- 1.5 These General Terms of Business may be varied from time to time by publishing the varied General Terms of Business at <http://corporategovernancesolutions.ie/Terms>. On the basis of such publication the Customer shall be deemed to have agreed to these General Terms of Business and all such variations.
- 1.6 These General Terms of Business supersede and replace all and any terms of business previously in force in relation to any of the Services.
- 1.7 These General Terms of Business shall be construed in accordance with and governed by the laws of Ireland. The Customer agrees to submit to the non-exclusive jurisdiction of the Irish courts or such other jurisdiction as CGS notifies to the Customer in writing in respect of all matters in connection with the Services and these General Terms of Business.
- 1.8 In these General Terms of Business:
- (a) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine and the neuter and vice versa.
 - (b) references to "Clauses" are to Clauses of these General Terms of Business.
 - (c) Clause headings are inserted for convenience only and shall not affect construction;
 - (d) references to persons shall include companies or associations or bodies of persons whether corporate or unincorporated.
 - (e) a reference to "including" or "in particular" (or any similar expression or other part of speech) shall be construed as being followed by the words "without limitation"; and
 - (f) references to enactments are to such enactments as are from time to time modified, re-enacted or consolidated and shall include any enactment made in substitution for an enactment that is repealed.
- 1.9 A reference to these General Terms of Business or to any agreement or document referred to in these General Terms of Business shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time.
- 1.10 Definitions:

In these General Terms of Business, the following words and phrases shall, save where the context requires otherwise, have the following meanings: -

"Customer" means any instigator, controller, beneficial owner or settlor of a Client Entity and/or any persons instructing any member of CGS or for whom Services are or are to be provided and the beneficial owners, officers and employees of any such persons provided always that the "Customer" shall not include any CGS Persons. The "Customer" shall include (in the case of individuals) the survivor or survivors of them and the heirs, personal representatives and assigns of each of them and (in the case of a company or other body corporate) its successors and assigns;

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"Client Entity"	means any company, foundation, partnership, trust or association (whether incorporated or unincorporated) or other person or entity in respect of which Services are provided.
"Data Protection Law"	the data protection and information privacy laws of Ireland and the European Union and includes any legislation in force from time to time which includes The General Data Protection Regulation (EU) 2016/679, known as the General Data Protection Regulation or GDPR
"Proper Instructions"	means any requests or instructions which are written and are sent by courier or post or given by any other means of electronic transmission (including email and facsimile) in a readable form in respect of any of the matters referred to in these General Terms of Business which are signed (or purported to be signed) by or on behalf of the Customer. In instances indicated in advance by the Customer, and agreed by CGS, CGS may also act pursuant to instructions by telephone and such telephonic instructions shall be deemed to be Proper Instructions. Subject to these General Terms of Business, where Proper Instructions are given by telephone, they shall be authenticated in such manner as shall be agreed between the Customer and CGS from time to time and written confirmation thereof shall be sent by courier, post, facsimile or email to CGS as soon as practicable thereafter;
"Regulations"	means all laws, regulations, rules, requirements, codes of practice, policies, practices and guidelines applicable to CGS and/or the Services in the Relevant Jurisdiction and any request or requirement of any (or any quasi) governmental, administrative, judicial or regulatory body or person
"Relevant Jurisdiction"	means Ireland and (where any or all of the Services will be performed or provided outside of Ireland) such additional or substitute jurisdiction(s) notified by CGS to the Customer in writing for this purpose;
"CGS"	means the member(s) of CGS Group who provide the Services or any one or more of them from time to time;
"CGS Appointees"	means all persons provided by any member of CGS Group (whether or not pursuant to an Engagement Letter) to provide the Services including acting as a director or other officer, trustee, manager, nominee, signatory or shareholder of any Client Entity;
"CGS Employees"	means the employees, directors, officers and consultants (as appropriate) of any member of CGS Group;
"CGS Group"	Means Blackglenn Corporate Governance Solutions Limited and its parent, subsidiaries and affiliates (and their respective successors in title);
"CGS Persons"	means all members of CGS Group, CGS Appointees and CGS Employees;
"Services"	means the fiduciary, compliance and administration services to be provided by, or on behalf of, any member of CGS Group as specified in any Engagement Letter and any other services carried out or performed by any member of CGS Group for or on behalf of, or in connection with (whether before or after its establishment) the management and/or administration of any Client Entity;
"General Terms of Business"	means these General Terms of Business as amended from time to time; and
"Engagement Letter"	means (i) any agreement in writing entered into by CGS relating to the terms of provision of the Services (including company secretarial, administration, trustee, nominee and compliance services agreements) and/or (ii) any letter (and any attachments including these General Terms of Business) sent to the

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Customer which sets out the terms between the Customer and CGS relating to the provision of Services

2. GENERAL AUTHORITY

- 2.1 CGS will provide, or will arrange to provide, the Services and each CGS Person is authorised by the Customer to do anything which is reasonably necessary either to perform the Services or to comply with the Regulations.

3. PROFESSIONAL ADVICE

- 3.1 The Customer is responsible for taking at its own expense appropriate tax, legal, financial and accounting advice with regard to the establishment, use and management of each Client Entity and it remains the ongoing responsibility of the Customer to obtain any specialist advice as may be required from time to time. Unless expressly stated in the Engagement Letter CGS Persons do not provide tax, investment business, legal, financial, or accounting advice.
- 3.2 No CGS Person shall incur any liability in connection with any specialist advice supplied to it or any reliance by any CGS Person on any such advice.
- 3.3 CGS shall not be under any obligation in any circumstances (unless otherwise agreed with the Customer in writing) to notify the Customer of any matter (including any change in law, policy, facts or otherwise) which may affect any information, advice or opinion provided by or on behalf of the Customer to CGS.

4. REMUNERATION AND EXPENSES

- 4.1 CGS shall be entitled to remuneration for the provision of the Services (including under Clause 5 (Termination of Services)) in accordance with the fee arrangements set out in any Engagement Letter and the Customer undertakes to pay all fees, taxes and disbursements payable in respect of the Services under these General Terms of Business and any Engagement Letter.
- 4.2 CGS and each CGS Person shall be entitled to be reimbursed for all disbursements and expenses reasonably incurred by it in connection with the Services.
- 4.3 All invoices raised by CGS shall be deemed accepted by the Customer unless disputed within 14 days of an invoice date. Any objection of the Customer shall be notified in writing to CGS in accordance with Clause 14 (Notices).
- 4.4 All monies payable to CGS in connection with the Services shall be paid within 30 days of issue of the relevant invoice and CGS will be entitled to claim late payment interest, penalties and recovery costs as permitted under Irish Law where payment is not made by the relevant payment date.
- 4.5 Where an Engagement Letter provides for Services to be charged for at CGS' prevailing hourly rates ("Hourly Rates") CGS reserves the right to vary or increase the Hourly Rates without the consent of the Customer or any Client Entity. Details of the Hourly Rates shall be made available to the Customer by CGS on request.
- 4.6 Where an Engagement Letter provides for "On-Boarding Fee(s)" or "Initial Fee(s)" such fees will be invoiced and payable in advance of the commencement of the Services and CGS shall accept no liability in respect of services not rendered as a result of failure to pay same.
- 4.7 Unless otherwise specified in an Engagement Letter "Annual Fee(s)" will be invoiced quarterly in arrears.
- 4.8 Upon termination of all of the Services, the provisions of Clause 5 (Termination of Services) shall apply in respect of any refund of fees.
- 4.9 All fees as prescribed in an Engagement Letter are subject to review after the first year and thereafter on an annual basis.

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5. TERMINATION OF SERVICES

- 5.1 CGS may terminate the provision of the Services at any time in respect of any Client Entity in any of the following circumstances: -
- a) upon giving three months' written notice to the Client Entity and, where appropriate, the Customer, or
 - b) immediately upon written notice given to the Client Entity and, where appropriate, the Customer if in the sole opinion of CGS:
 - I. the Customer and/or the Client Entity is insolvent or subject to a creditors' (insolvent) winding-up or any equivalent or similar procedure in any jurisdiction; or
 - II. the Customer and/or the Client Entity is or is believed by CGS to be in material breach of these General Terms of Business or any Engagement Letter; or
 - III. there has been any change in ownership of the Client Entity such that there shall be a new Customer in relation to the Client Entity and no Engagement Letter has been put in place between CGS and the new Customer; or
 - IV. the Customer and/or the Client Entity (or any of its officers or employees not provided by CGS) has been charged with any criminal offence involving dishonesty or is or has been the subject of any criminal, judicial or regulatory investigation in any jurisdiction; or
 - V. there has been a failure on the part of the Customer to supply such customer due diligence material ("CDD") in relation to any Customer or the Client Entity as shall be required by CGS or if any such information supplied in relation to CDD is deemed by CGS to be deliberately or recklessly false or misleading; or
 - VI. any of the activities of the Client Entity are no longer consistent with the activities contemplated in any Engagement Letter; or
 - VII. the Customer or the Client Entity is subject to or commences a member's voluntary (solvent) winding-up or any equivalent or similar procedure in any jurisdiction;
 - c) any fees, taxes and disbursements invoiced by any CGS Person in relation to any Client Entity have remained outstanding and unpaid in whole or in part for more than 60 days after the invoice date.
- 5.2 In respect of a Client Entity, the Customer or the Client Entity (where appropriate) may terminate the appointment of CGS in respect of the Services to such Client Entity immediately upon written notice if CGS is in material breach of these General Terms of Business and any Engagement Letter or otherwise on giving not less than three months' written notice.
- 5.3 The appointment of CGS in respect of the Services shall terminate automatically and with immediate effect if CGS ceases to hold any required regulatory consent or approval.
- 5.4 Upon termination of the Services in respect of a Client Entity for any reason, the Client Entity and the Customer shall immediately provide details of the new service provider which shall be required in order to maintain the Client Entity in good standing under the laws of its jurisdiction and shall provide an address to which CGS may transfer all documents belonging to the Client Entity. For the purposes of this Clause, "documents" means all documents belonging to a Client Entity but does not include documents belonging to any CGS Persons including CGS Group's internal communications, legally privileged communications (including advice, opinions, correspondence, emails and file notes) and documents reasonably considered to be the intellectual property of CGS
- 5.5 In the event that the relevant information in relation to any new service provider is not provided to CGS by the date on which the notice to terminate the Services takes effect, CGS reserves the right to withdraw Services without appointment of any replacement service provider and to arrange for the resignation of any CGS Appointees without the appointment of successors (unless any applicable laws and regulations prevent any such unilateral withdrawal). CGS may transfer any shares or interests in any Client Entity held by any CGS Person or nominee into the name of the Customer or other beneficial owner nominated by the Customer in respect of such share or interest.
- 5.6 Upon termination of the provision of Services in respect of a Client Entity for whatever reason CGS shall be entitled to:-

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- a) charge, in accordance with the usual rates for work done by CGS Persons, for all time spent and disbursements incurred (whether before or after the termination takes effect) in connection with the transfer of the Client Entity to an alternate provider;
- b) make such retentions and receive such indemnities as it may require in respect of any actual or contingent liability and may take such action as it deems necessary to limit such liability;
- c) to the extent permitted by law, retain any documents or retain any assets (including assets held on behalf of the Client Entity or to the order of the Client Entity or on behalf of or to the order of any company or other body in common ownership with the Client Entity or otherwise connected or affiliated to the Client Entity in any manner) until such time as all fees, expenses, disbursements or liabilities due and payable are discharged; and
- d) retain any fees paid in advance relating to a period after the termination takes effect.

6. CONFLICTS OF INTEREST

- 6.1 If CGS becomes aware or is notified of a material conflict of interest or duty which affects the interests of the Customer or any Client Entity, CGS shall consider how to manage such conflict of interest and if and to the extent it considers it appropriate in the circumstances shall notify the Customer and/or put procedures in place in relation to confidentiality and independence of advice; and each CGS Person is authorised to continue to act in all applicable capacities notwithstanding any such conflict of interest.
- 6.2 In respect of the provision of share trustee and data representative services, CGS shall be entitled to (if relevant) cause any Client Entity to engage any appropriate CGS Person to perform Services for and on behalf of the Client Entity on the same General Terms of Business as are usual between such CGS Person and its customers.
- 6.3 Unless otherwise agreed with the Customer in writing, no CGS Person (or any of its agents or delegates), is precluded from acting in any transaction or for any other person, customer, company, firm or other entity with which the Customer is associated in any way.
- 6.4 No CGS Person nor any of its agents or delegates shall be obliged to disclose to the Customer or take into consideration any fact, matter, finding or other information if this would, or might, be in breach of any duty of confidence to any other person; or which comes to the attention of the CGS Person (or any of its agents or delegates), but which does not come to the actual attention of any principal contact dealing with (or for) the Customer; or if such disclosure would be contrary to any applicable Regulations in a Relevant Jurisdiction.

7. CONFIDENTIALITY

- 7.1 CGS will treat all information which the Customer and/or Client Entity provides to CGS and which the Customer identifies as confidential (or which by its nature would reasonably be expected to be confidential) as private and confidential, and may and will only disclose such confidential information in the following circumstances:-
 - a) where a CGS Person is required or requested to disclose by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
 - b) where there is a duty to disclose under a legal obligation of the Client Entity;
 - c) where the disclosure is necessary to perform a CGS Person's regulatory or legal obligations;
 - d) to the bankers, auditors, accountants and/or legal advisers of the Customer or any relevant Client Entity;
 - e) where with the consent of the Customer, such consent not to be unreasonably withheld, a CGS Person has entered into an agreement with a third party service provider or appointed an agent in connection with the Services and CGS considers it necessary or desirable to disclose the confidential information to enable the third party service provider or agent to perform its obligations (and in this case steps will be taken to ensure that the third party service provider or agent is subject to confidentiality provisions which CGS considers appropriate); or
 - f) at the Customer's request or with the Customer's consent.

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- 7.2 CGS Persons may disclose information held about the Customer and any CGS Entity to other CGS Persons.
- 7.3 The Customer and/or Client Entity will treat all information concerning a CGS Person that is not in the public domain (including the customers, business, terms of business, fees, activities and other affairs of any CGS Person) private and confidential, and may and will only disclose such confidential information in the following circumstances:-
- a) where the Customer is required or requested to disclose by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
 - b) where there is a duty to the public to disclose or it is in the public interest to do so to investigate or prevent fraud or other illegal activity; or
 - c) at CGS' request or with CGS' consent.
- 7.4 For the avoidance of doubt, the provisions of the entirety of Clause 7 shall remain in full force and effect notwithstanding the termination of the Services or these General Terms of Business ceasing to apply.

8. DATA PROTECTION

- 8.1 Any capitalised terms used in this clause that are not defined in these General Terms of Business will have the meaning given to them in Data Protection Law.
- 8.2 On entering into an Engagement Letter, the Client Entity and Customer acknowledge receipt of the CGS privacy policy notice as available at <http://corporategovernancesolutions.ie/privacy-policy/>
- 8.3 The Client Entity, Customer and CGS acknowledge and agree that they shall comply with their respective obligations under Data Protection Laws and where the Customer and/or Client Entity transfers Personal Data to CGS, the Customer and Client Entity warrants to CGS that it is entitled to transfer the Personal Data to CGS in full compliance with applicable Data Protection Law, including as needed, compliance to any prior required formalities and Data Subject rights, such as information and/or consent when such is required under Data Protection Law.
- 8.4 Where CGS acts as a Data Processor in respect of any Personal Data provided by the Client Entity or Customer and processed by CGS as part of the provision of Services under an Engagement Letter, CGS shall process such Personal Data in accordance with the terms set out herein and the particulars of which are set out in the Engagement Letter (i.e. the nature and purpose of the processing, the type of Personal Data being processed, the categories of Data Subjects and where relevant, the identified external sub-processors (as outlined in the Engagement Letter)) and as outlined in the CGS privacy policy notice as available at <http://corporategovernancesolutions.ie/privacy-policy/>.
- 8.5 Where CGS acts as a Data Processor in respect of any Personal Data provided by the Client Entity or Customer and processed by CGS as part of the provision of Services under an Engagement Letter, the Customer and Client entity acknowledge that CGS may, if necessary, process Personal Data for certain internal processes, such as safeguarding compliance with regulatory and legal obligations to which CGS is subject; conflict checking; risk management and quality reviews, managing client relationships including dealing with any disputes/issues which may arise; CGS' internal financial and management accounting; information technology and other administrative support functions and for marketing purposes where permitted and provided for. These purposes for which CGS is acting as a Data Controller in its own right are not subject to these General Terms of Business save as to the general obligation to comply with applicable Data Protection Laws.
- 8.6 If and to the extent that CGS processes any Personal Data on the Customer and Client Entity's behalf under or in connection with the performance of these General Terms of Business and the provision of the Services in accordance with an Engagement Letter, CGS shall:-
- a) process the Personal Data only to the extent necessary to comply with our obligations under this Engagement and otherwise in accordance with the documented instructions from the Customer and or Client Entity, unless required to do so by applicable law to which CGS is subject; in such a case, CGS shall inform the Customer and or Client Entity of that legal

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- requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that all staff and any other persons authorised by us to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - c) take all measures required pursuant to Article 32 of the General Data Protection Regulation “Security of Processing”;
 - d) CGS shall notify the Customer and or Client Entity without undue delay upon becoming aware of a Personal Data Breach in respect of the Customer and or Client Entity;
 - e) CGS shall provide the Customer and or Client Entity with all relevant information relating to a Personal Data Breach and with all reasonable assistance in the investigation, containment, rectification and notification of that Personal Data Breach provided that, with the exception of where that Personal Data Breach is the result of a breach by CGS of its obligations in respect of its provision of the Services thereto, the Customer and or Client Entity reimburse CGS in full for all costs reasonably and properly incurred by CGS in performing its obligations pursuant to this clause
 - f) to the extent applicable, CGS shall provide advance written notice of any intention to engage in new processing, in particular using new technologies, which is likely to result in a high risk to the rights and freedoms of the data subjects whose Personal Data Is processed by CGS on behalf of the Customer and or Client Entity;
 - g) subject to reasonable access arrangements, CGS shall make available to the Customer and or Client Entity all other information necessary to demonstrate its compliance with its data protection obligations in respect of its provision of the Services and subject to the Customer and or Client Entity reimbursing CGS for all properly vouched and reasonably incurred costs incurred by CGS in permitting same, allow for and contribute to audits, including Inspections, conducted by the Customer and or Client Entity or an auditor mandated by the Customer or Client Entity;
 - h) CGS shall immediately inform the Customer and or Client Entity if, in CGS’ opinion, an instruction of the Customer and or Client Entity in respect of VII) above, infringes the General Data Protection Regulation or other Data Protection Law provisions. This opinion shall not be construed as a legal advice by CGS;
 - i) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of General Data Protection Regulation for engaging another Data Processor (referred to as a “Sub-Processor”) in respect thereof;
 - j) In respect of the engagement of Sub-Processors by CGS, the Customer and Client Entity acknowledges and agrees that CGS may sub-process the Personal Data transferred to it by the Customer or Client Entity or transferred to CGS on behalf of the Customer or Client Entity :
 - i. to other CGS group companies;
 - ii. to the third-party Sub-Processors identified in the Engagement Letter
 - iii. to any other Sub-Processors which CGS see’s fit subject to CGS’ provision of 21 days advance written notice to the Customer and Client Entity of the proposed Sub-Processor engagement which outlines the identity and location where the proposed Sub-Processor will conduct the Sub-Processing.
 - k) at the choice of the Customer and or Client Entity, delete or return all the Personal Data to the Customer and or Client Entity after the end of the provision of the Services relating to Processing, and delete existing copies unless CGS is required to retain same under applicable law. On termination of the Services, in the absence of receipt by CGS of an appropriate written instruction from the Customer and or the Client Entity regarding whether related Personal Data should be deleted or returned the Customer will be deemed to have instructed CGS to delete all relevant Personal Data.
- 8.7 Where CGS acts as a Processor, the Customer and the Client Entity acknowledges that it (it being whomever the information is being provided on behalf of) is and will remain solely responsible for determining the purposes and the means of the Processing of the Personal Data by CGS in the course of performing its obligations and for approving the security measures applicable to the protection of Personal Data and that the Customer and the Client Entity remains solely responsible for the accuracy and adequacy of the aforementioned purposes and means.

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8.8 Where CGS acts as a Processor, the Customer acknowledges that any changes to the security measures that are required by the Customer and or the Client Entity, including in order to comply with Data Protection Laws, shall be agreed by the Customer and CGS. Any costs incurred by CGS in complying with such changes shall be borne by the Customer.

9. NON-EXCLUSIVITY

9.1 The services of CGS Group in respect of the Client Entity and/or the Customer under an Engagement Letter are not to be deemed exclusive and the CGS Group will be free to render similar services to others and to retain for its own use and benefit all fees or other moneys payable thereby and the CGS Group shall not be deemed to be affected with notice of or deemed to be under any duty to disclose to the Client Entity or Customer (or related entity/servant/agent) of the CGS Group or CGS persons in the course of the CGS Group rendering similar services to others or in the course of its business in any other capacity or manner in the course of rendering services to others or in the course of its business in any other capacity or any other manner whatsoever otherwise than in the course of carrying out its duties hereunder.

10. INTELLECTUAL PROPERTY

10.1 All correspondence files and records (other than statutory records) and all information and data held by any CGS Person on any computer system is the sole property of CGS Group for its sole use and neither the Customer nor any Client Entity shall have any right of access thereto or control thereover. This clause shall not prejudice any proprietary right which the Customer and/or Client Entity may have in respect of information or data supplied to CGS Group for the performance of the Services or any right of any person pursuant to applicable laws or regulations.

11. FORCE MAJEURE.

11.1 No party to any Engagement Letter will be held liable or responsible to the other party nor be deemed to have defaulted under or breached their obligations under any Engagement Letter and/or these General Terms of Business for failure or delay in fulfilling or performing any of its obligations under this Agreement (other than payments of amounts due) to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to any act of God, fire, natural disaster, accident, war, acts of war (whether war be declared or not), terrorism, pandemics, insurrections, riots, civil commotion, strikes, lockouts or other labour disturbances or any acts, omissions or delays in acting by any governmental authority or the other party.

12. WAIVER.

12.1 The waiver by any party of any right under any Engagement Letter and/or these General Terms of Business must be in writing to be effective. Any such waiver or the failure to perform or a breach of any provision of any Engagement Letter and/or these General Terms of Business will not operate or be construed as a waiver of any other right under this Agreement or of any other breach or failure whether of a similar nature or otherwise.

13. ASSIGNMENT

13.1 A CGS person may assign or transfer the whole or any part of its rights and benefits under any Engagement Letter and/or these General Terms of Business to another CGS Person but may only assign to an entity which is not a CGS Person with the consent of the Customer, such consent not to be withheld unreasonably. For the purpose of any such assignment or transfer, a CGS Person may disclose information about the Customer and any Client Entity to any prospective assignee or transferee, provided that CGS shall use its reasonable endeavours to procure that such prospective assignee or transferee is placed under an obligation of non-disclosure equivalent to that in Clause 7 (Confidentiality).

13.2 The Customer shall not without the consent of CGS, such consent not to be withheld unreasonably, assign or transfer all or any part of its rights, benefits and/or obligations under any Engagement Letter and/or these General Terms of Business.

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14. NOTICES

14.1 All notices and instructions to be given by the Customer to any CGS Person in connection with the Services shall be given by Proper Instructions.

14.2 Any notice required to be given under these General Terms of Business or any Engagement Letter shall be in writing and addressed to the party concerned at such address or on such facsimile number or e-mail address from time to time notified to the other for the purpose, failing which the registered office or the last known usual address of such party.

14.3 For this purpose, any notice: -

- a) delivered personally shall be deemed to have been given at the time of such delivery;
- b) sent by ordinary post shall be deemed to have been given 72 hours after posting;
- c) sent by facsimile or e-mail shall be deemed to have been given at the time of despatch provided that notices received by any CGS Person other than during normal business hours and on normal business days shall be deemed to have been given immediately upon CGS reopening for business in the Relevant Jurisdiction; or
- d) sent by commercial courier shall be deemed to have been given on the date and at the time of signature of the courier's delivery receipt.

14.3 The provisions of this Clause shall not apply to the service of any document which relates to legal proceedings before a court or tribunal.

15. INDEMNITY

15.1 The Customer and the Client Entity irrevocably and unconditionally agrees and undertakes upon first demand to indemnify and keep indemnified and held harmless CGS and any or all of its directors, officers, employees, shareholders, beneficial owners, controlling persons and agents ("Indemnified Person(s)") from and against, and to assume liabilities for, any and all claims, demands, actions, proceedings, liabilities, damage, loss, charge, detriment, cost or expense (including without limitation all legal fees in relation thereto) suffered, incurred or sustained by them or any of them arising directly or indirectly out of or in connection with CGS's provision of the Services to the Customer and Client except to the extent that such loss or damage arises from the fraud, negligence or wilful default of the Indemnified Person(s). For the avoidance of doubt, the foregoing indemnity shall extend to any liability incurred by an Indemnified Person in defending proceedings, whether civil or criminal.

16. LIMITATION OF LIABILITY

16.1 CGS will provide the Services as outlined in the Engagement Letter with reasonable care and skill. However, to the fullest extent permitted by law, CGS will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where the Client Entity or the Customer or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on advice or respond promptly to communications from us or, where appropriate, other service providers, the tax authorities, regulatory authorities, data protection authorities or data subjects.

16.2 The Customer and the Client Entity will not hold CGS or the Indemnified Persons responsible or liable, to the fullest extent permitted by law, for any loss suffered by the Client Entity or the Customer arising from any misrepresentation (intentional or unintentional) supplied to CGS orally or in writing in connection with the provision of Services under the Engagement Letter.

16.3 Notwithstanding any other provision or term of the Engagement Letter or General Terms of Business, the maximum aggregate (i.e. for all claims) liability of CGS and the Indemnified Persons to the Client Entity and the Customer in respect of the services carried out or to be earned out under this Agreement or Engagement whether in contract, tort or otherwise shall not exceed an amount equal to the amount of one year's fees under the Engagement Letter.

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16.4 The Customer and the Client Entity undertakes with CGS that no claim shall be made by the Customer and/or the Client Entity against CGS or Indemnified Person(s) to recover any loss or damage which the Client Entity and/or the Customer may suffer by reason of or arising out of anything done or omitted to be done by CGS under and during the Engagement Letter (or subsequently to the extent requested by the Company or its officers, agents or delegates) and none of the Indemnified Person(s) shall have any liability (whether direct or indirect, in contract, tort or otherwise) in connection with such loss or damage except to the extent that such loss or damage arises from the fraud, the negligence or wilful default of the Indemnified Person(s) and then only to the extent of the cap on liability set out herein.

16.5 For the avoidance of doubt, in no event will CGS or any Indemnified Person(s) be liable for any indirect, special, or consequential loss or loss of profits howsoever arising as a result of the Engagement Letter and these General Terms of Business.

16.6 The Customer and/or the Client Entity shall have no recourse under any obligation, covenant or agreement of CGS contained in an Engagement Letter or these General Terms of Business against any directors, officers, employees, shareholders, beneficial owners, controlling persons and agents of CGS; it being expressly agreed and understood that any agreement by CGS to provide Services and / or Engagement Letter is a corporate obligation of CGS and no liability shall attach to, or be incurred by, any directors, officers, employees, shareholders, beneficial owners, controlling persons and agents of CGS as such, or any of them, under or by reason of any of the Engagement Letter or General Terms of Business, and that any and all personal liability for breach by CGS of any of such obligations, covenants or agreements is hereby expressly waived by the Client Entity and the Customer as a condition of any consideration of the execution of the Engagement Letter.

17. PROVISION OF INFORMATION.

17.1 For the duration of the Engagement Letter, the Customer and Client entity shall furnish, and where applicable arrange for its service providers and agents to furnish, to the CGS Group all necessary reports, information and data necessary, reasonable or appropriate regarding the provision of the Services (to include any required AML / KYC information requested) at its own expense.

17.2 CGS Group may rely on the data provided to it by the Customer, Client Entity and their service providers and Agents and the Customer and Client Entity undertakes to ensure that all information and documentation supplied to CGS Group and CGS Persons in connection with the Services is current and accurate and the Customer and Client Entity shall inform CGS Group as soon as practicable of any material changes to such information.

18. RESTRICTION ON THIRD PARTY RELIANCE OR ENFORCEMENT

18.1 Except where expressly provided otherwise, Services provided by CGS under an Engagement Letter are for the benefit of the Client Entity and / or the Customer only and may not be used or relied upon by any third party without CGS' prior written consent.

18.2 Except as expressly provided otherwise, these General Terms of Business shall not create or give rise to any rights to any third parties and no third party may enforce any provision of any Engagement Letter and/or these General Terms of Business. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with these General Terms of Business shall be excluded.

19. ELECTRONIC COMMUNICATION

19.1 Unless instructed otherwise by the Customer or Client Entity, where appropriate CGS may communicate with the Client Entity, the Customer and with third parties via email or by other electronic means. Internet communications are capable of data corruption and therefore CGS does not accept any responsibility for changes made to such communications after their despatch.

19.2 CGS do not accept responsibility (or any related liability) for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by the Client Entity and the Customer. It

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is the responsibility of the recipient to carry out a virus check on any attachments received from CGS Group or purporting such.

19.3 Should a Client Entity and/or Customer not agree to accept this risk it/they should provide written notification to CGS that e-mail is not an acceptable means of communication.

19.4 The Customer is hereby notified that CGS will never change its bank details without confirming this to the Customer by posted letter. Any emailed or telephoned communications appearing to be from CGS which are not confirmed by post are fake and CGS cannot accept any liability for any loss caused to a Customer as a result of their acceptance of such communications as genuine.

20. NON-SOLICITATION

20.1 For the duration of the provision of Services by CGS to the Customer and / or Client Entity and for a period of 12 months after its termination, the Customer and Client Entity confirms and undertakes that it/ they will not make offers of employment to, or engage, any members of CGS' staff involved in the provision of the respective Services by CGS to both the Customer and / or Client Entity unless they have first obtained CGS' written consent. CGS undertakes within the same period, not to employ or engage any members of the Client Entity or Customer's staff connected with work undertaken by CGS without similar consent from the Client.

21. SEVERABILITY

21.1 If at any time one or more of the provisions of these General Terms of Business or any Engagement Letter becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of these General Terms of Business and the Engagement Letter shall not be affected or impaired in any way.

22. HOW TO CONTACT US

22.1 If you have a concern, question or complaint in relation to these General Terms of Business or the provision of services under an Engagement Letter please do not hesitate to contact us by email at Info@corporategs.ie