



TERMS OF BUSINESS

These Terms of Business which will govern all instructions the Firm receives to provide the Services and will continue to apply to the fullest extent allowed by law to any and all future Engagements. These Terms of Business are effective from 17 January 2025.

JTC Law or the JTC Law Group means the JTC Law group of entities as set out in the JTC Law Disclaimers, which can be found at www.itcgroup.com/services/jtc-law/. Legal services are provided by certain individual JTC Law Group entities, each of which is a separate and distinct business and some of which are limited liability entities. The reference in these Terms of Business to Firm is to JTC Law (Cayman) LLP which is a limited liability partnership registered in the Cayman Islands with registered number 700215 and with registered office at 94 Solaris Avenue, 2nd Floor, Camana Bay, Cayman Islands, KY1-1203, and which holds an operational licence No. FOL 0001/2025 issued by the Grand Court of the Cayman Islands pursuant to the terms of the Legal Practitioners Act (2022 Revision) of the Cayman Islands. JTC Law (Cayman) LLP is solely responsible for providing legal services to Client under the Contract and Client will not be a client of any other JTC Law Group entity unless Clients directly engages that entity on its own behalf. JTC Law (Cayman) LLP is not responsible for the acts or omissions of, nor has the authority to obligate or otherwise bind any other JTC Law Group entity.

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Business (unless the context otherwise requires) the following words and expressions shall have the following meanings:

Business Day: any day other than a Saturday, Sunday or public holiday on which banks are open in the Cayman Islands for normal banking business;

Client: any person or entity who gives instructions to the Firm in contemplation of purchasing Services from the Firm and as named in the Contract and not any other person, affiliate or related entity;

Client Due Diligence: means the process or processes by which the Firm obtains information in respect of the Client or the subject matter of any Engagement, action or matter to satisfy AML/CTF or similar regulations and rules in any jurisdiction;

Client Due Diligence Information: means all documents and information required by the Firm from time to time, at the Commencement Date and hereafter, in the exercise of its unfettered discretion to perform the Client Due Diligence;

Commencement Date: means the date upon which the Firm agrees to be engaged by the Client to provide Services in respect of each diverse and separate action or matter;

Conflict of Interest: means a state of affairs where our professional duties to act in the best interests of a client conflict with the professional duties owed to another client or former client;

Contract: the contract between the Firm and the Client for the supply of the Services in accordance with these Terms of Business and any letter of engagement between the Firm and the Client;

Data Protection Legislation: means all data protection legislation which applies to the activities of the Firm and the Client in the Cayman Islands or elsewhere relating to personal data and all other legislation and regulatory requirements in force from time to time which relate to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to the Firm or the Client;

Engagement: means the engagement of the Firm by the Client to provide the Services but not the Excluded Services;

Excluded Services: means any advice or services that are not the Services including without limitation and in any form, company management, trustee, valuation, marketing, estate agency, accounting, auditing, banking or finance services, or the provision of tax or investment advice;

Fees: the fees payable by the Client for the supply of the Services in accordance with clause 8 (Fees and payment);

Firm: means the limited liability partnership JTC Law (Cayman) LLP operating as a provider of legal services (and any successor);

Instructions: means the directions and instructions given by the Client to the Firm to carry out and for the purpose of carrying out the provision of the Services, in the course of any Engagement;

JTC Person: means any partner, manager, employee, consultant, agent of the Firm or JTC Law Group entity;

Privacy Notice: the privacy notice available online at www.jtcgroup.com/services/jtc-law/;

Services: means legal and ancillary services as set out in any letter of engagement provided on, in reliance on and/or in accordance with the Instructions; and

Terms of Business: these terms and conditions as amended from time to time in accordance with clause 14.7.

1.2 Headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

1.3 Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.

1.4 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 References to these Terms of Business or a clause or paragraph or schedules are references to these Terms of Business or a clause or paragraph in it or a schedule attached to it.

1.6 References to statutes or rules and/or statutory or regulatory provisions include such statutes or rules or statutory or regulatory provisions as respectively replaced, amended, extended or consolidated.

1.7 References to the Firm or the Client shall include a reference to any predecessor and successor from time to time and permitted assigns.

1.8 The expression person shall be construed to include references to any person, firm, company, partnership, corporation or any agency of it.

1.9 A reference to writing or written includes any form of electronic communication including but not limited to faxes and emails.

2. THE CONTRACT

2.1 The Client and the Firm agree to contract on the Terms of Business.

2.2 These Terms of Business and any letter of engagement shall apply to the Engagement of the Firm by the Client and shall continue to apply to that Engagement and any subsequent Engagement until varied by pursuant to clause 14.7 or the delivery of a further letter of engagement which expressly varies any of these Terms of Business or the provisions of a previous letter of engagement.

2.3 Where Client is more than one person or entity, then each person or entity separately agrees with the Firm in these Terms of Business. The Firm shall not be liable for the acts of omissions of the other parties.

**3. SUPPLY OF SERVICES**

- 3.1 The Firm shall supply the Services to the Client in accordance with these Terms of Business and any letter of engagement in all material respects.
- 3.2 The Firm may refuse to accept instructions without providing any reasons or may decline to accept any Engagement or to act on any instructions until the Client has provided the Client Due Diligence Information.
- 3.3 The Firm warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.4 It is the responsibility of the Client to provide the Firm in good time with any instructions that may be required to progress the Engagement. The Client should inform the Firm immediately of any change in circumstances that may affect the Engagement, or any material change in instructions. The Firm accepts no responsibility for any loss caused to the Client due to the Firm not receiving such information, documentation or assistance as may be reasonably required from time to time to progress the Engagement.
- 3.5 If, in the course of the matter, the Client instructs the Firm to undertake any additional work not specified in a letter of engagement relating to the Engagement, the Client will provide the Firm with written communication of its nature and scope, and the provisions of the letter of engagement, together with these Terms of Business, will apply to that additional work.
- 3.6 The Firm will not provide the Excluded Services. The Client agrees and acknowledges that the Firm will not provide the Excluded Services and agrees that it will not rely on any services, work, advice or assistance which may comprise in part or at all or any work which might directly or indirectly amount to the provision of the Excluded Services, and the Client will not assert by way of any claim or defence in any proceedings or for any purposes that the Firm agreed to or did provide the Excluded Services.
- 3.7 The Firm will provide advice only as to compliance with or matters governed by the laws of the Cayman Islands. No opinion, suggestion or comment, written or oral, given by the Firm in relation to the laws of any jurisdiction other than the Cayman Islands or in relation to any Excluded Service may be relied on by Client and the Client will hold the Firm harmless for any loss or damage howsoever arising from the provision of that advice.
- 3.8 Advice is given on the basis of the circumstances and laws existing at the date of the advice. The Firm accepts no responsibility for any changes in the law or its interpretation that occur subsequent to the Services being delivered to Client.
- 3.9 It is the exclusive responsibility of the Client to take expert advice on the financial or tax aspects of the proposed matter to which the Engagement relates and to obtain legal or other advice from appropriately qualified professionals in all jurisdictions not identified in a letter of engagement and relevant to the Engagement and furthermore, to determine when such advice is required.
- 3.10 The Firm accepts no responsibility to any third party who seeks to rely upon the Services without the Firm's prior written consent.

4. CONFLICT OF INTEREST

- 4.1 Where there is a conflict of interest and where allowed by rules of professional conduct, the Firm may act for one or more clients, former clients or prospective clients provided consent is given.
- 4.2 The Client agrees that the Firm is entitled to take instructions which may be adverse to the Client's interests where the professional duties of the Firm, its members, agents or employees allow.
- 4.3 The Firm will not accept or act on a general retainer to act for a Client.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client acknowledges that the Firm is obliged to comply with Client Due Diligence obligations.
- 5.2 The Client shall pay the Fees.
- 5.3 To the extent that the Firm has, on behalf of any Client, instructed a third party in connection with the provision of any Services to that Client:
 - (a) that Client shall be solely responsible for the fees and expenses of such third party; and
 - (b) provided the Firm has exercised reasonable care in selecting such third party, the Firm has no responsibility to that Client or any other person for any act or omission of such third party.
- 5.4 The Client shall comply with the provisions of clause 6 relating to Client Due Diligence.
- 5.5 The Client shall reimburse the Firm on written demand for any costs or losses sustained or incurred by the Firm arising directly or indirectly from the provisions of the Services to the Client.
- 5.6 The Client shall provide accurate and complete instructions to the Firm and the Firm is entitled to act on or in reliance on those instructions without questioning the accuracy or reliability of the Instructions or the authority of the instruction giver to engage the Firm or give Instructions for or on behalf of the Client.
- 5.7 The Firm may require that the Instructions be given in writing. The Firm shall not be liable to the Client howsoever where any Instructions provided are incomplete, unclear or inaccurate.

6. CLIENT DUE DILIGENCE REQUIREMENTS

- 6.1 The Client acknowledges that the Firm is obliged to comply with local and international laws, regulations, orders and other rules relating to anti-money laundering, counter terrorist financing and other law enforcement objectives. These obligations include, but are not limited to, client identification procedures together with full details of the source of wealth and source of funds, unless an exemption is available. It is a condition of the Firm's Engagement that the Client promptly complies with the Firm's request(s) for Client Due Diligence Information and provides Client Due Diligence Information in a form determined in the Firm's absolute discretion.
- 6.2 The Client acknowledges that the Firm is obliged to hold Client Due Diligence Information, that the Firm is obliged to review such Client Due Diligence Information from time-to-time and, if an Engagement proves to be long running, it may be necessary for the Firm to re-verify any identity material which the Client has provided.
- 6.3 The Client acknowledges that if Client Due Diligence Information is not made available to the Firm when required by, and in a form acceptable to the Firm, the Firm shall be entitled to decline instructions or terminate all contact and Services with immediate effect and without notice. In such circumstances, any funds held in the Firm's client account will be frozen.
- 6.4 In the event that the Firm declines instructions or terminates the Services or the Client fails to provide the Firm with the requisite Client Due Diligence Information promptly or if delays are caused to the Client or the Client's transaction as a result, the Firm shall not be liable or responsible for any loss suffered, incurred, or caused to the Client, any ultimate client or any other related party.
- 6.5 In the event of any suspicion as to money laundering or terrorist financing, Client Due Diligence Information will be revealed to the appropriate authorities without notice to the Client or any third party.
- 6.6 Where the Client has provided the Firm with written assurance pursuant to Section 5(E)(5) of The Guidance Notes on the



Prevention and Detection of Money Laundering and Terrorist Financing, the Client acknowledges that the Firm is obligated to test the effectiveness of the Client's Client Due Diligence Information from time to time. Should the Firm provide the Services by relying upon the provided written assurance, the Client undertakes to provide the Firm with Client Due Diligence Information upon request without delay.

7. ANTI-BRIBERY AND ANTI-CORRUPTION

7.1 The Firm has anti-bribery and anti-corruption policies and procedures applicable to its fee-earners and other staff. These policies prohibit the making, offering or promising to make a payment or transfer of anything of value, including the provision of any service, gift or entertainment, by our fee-earners and staff on our behalf for any improper purpose or business advantage. These policies apply to dealings with all third parties on the Firm's behalf. If the Firm believes that any activities would breach applicable rules or its policies, the Firm reserves the right to terminate the Engagement with immediate effect.

8. FEES, INVOICES AND PAYMENT

8.1 Unless agreed in writing in advance, and subject to clause 8.2, the Fees for the Services shall be calculated principally on a time charge basis in accordance with hourly fee rates charged by the Firm's fee earners, as set out in any fee estimate, fee quote or letter of engagement or if no fee estimate, fee quote or letter of engagement is provided, in accordance with our commercial hourly rates (which are available on request) and subject to revision at our discretion.

8.2 Notwithstanding clause 8.1, the Fees will also take into account the following:

- (a) additional charges levied for disbursements, expenses, materials and other costs which are necessarily incurred in the course of providing the Services which shall be recoverable as Fees;
- (b) other factors as to what is fair and reasonable in the circumstances. Such factors include, but are not limited to, the following and may affect the level of the Fees:
 - (i) the complexity, novelty and risk of the matter;
 - (ii) the specialised legal knowledge required;
 - (iii) the monetary amount or other value of the matter;
 - (iv) the number and length of documents;
 - (v) the urgency of the matter and the place and time of day when the work is to be carried out; and
 - (vi) the importance of the matter to Client; and
- (c) the amount of time spent on a matter influenced by the manner in which the Client responds to the Firm's requests for information, documentation and instructions. Timely provision of information, documentation and instructions will help us spend less time on the Engagement.

8.3 If it is necessary for one of the Firm's fee-earners to spend time traveling in the provision of the Services, the Firm will charge for their time out of the office.

8.4 Should the Client elect to discontinue an Engagement for any reason whatsoever, unless expressly agreed otherwise, the Fees will remain payable in full for all Services done, disbursements and expenses incurred until the date that the discontinuance is communicated to the Firm.

8.5 The Firm shall direct invoices to the Client and invoices will be payable by the Client in the absence of any instructions to the contrary. It shall be at the sole discretion of the Firm to permit another party to assume responsibility for the settlement of the

Firm's invoices. The Client should provide the Firm with the material details of such other party as soon as possible, including their connection to the Client, the reason for the change of payor and any required Client Due Diligence (if applicable).

8.6 Where the Client is more than one person or entity then each and all persons or entities shall be jointly and severally liable of the payment of the Fees.

8.7 The Client will be responsible for the payment of the Fees, notwithstanding our invoices may be expressed to be payable by a third party or that the Client, or any of its affiliates, have not been put in funds by any party to whom the Client is providing, proposing or proposed to provide, fiduciary or administration services.

8.8 Where the Client is another law firm or other professional practice, primary responsibility for payment of the Fees will remain with the Client at all times irrespective of any right of recovery or indemnity the Client may have from any third party.

8.9 Unless otherwise agreed, the Firm shall endeavour to invoice the Client either monthly in arrears or on an interim basis or on earlier completion of the Engagement or a relevant stage or on completion of a transaction, as we deem most appropriate.

8.10 The Firm may deliver invoices to the Client by hand, post or electronic means (including email). If the Firm delivers an invoice by electronic means, the Firm will not deliver the original invoice to the Client unless expressly requested to do so.

8.11 The Client shall pay each invoice tendered:

- (a) within 14 days of the date of the invoice;
- (b) in full and in cleared funds to a bank account identified by the Firm; and
- (c) time for payment shall be of the essence of the Contract.

8.12 If the Client fails to make a payment due to the Firm under the Contract by the due date, then, without limiting the Firm's remedies under clause 12, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.12 will accrue each day at 4% a year above the Bank of Butterfield (Cayman) Limited USD Prime Rate from time to time, but at 4% a year for any period when that prime rate is below 0%.

8.13 When the Firm holds funds which are due or belong to the Client for any reason, the Firm may deduct from such funds any sum then outstanding and due to the Firm, in regard to any matter without the Client's prior approval unless otherwise agreed between in writing.

8.14 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. CLIENT FUNDS

9.1 When the Firm receives money from the Client, other than in payment on account of fees or as a retainer, the Firm will hold such money in a separate bank account and subject to the Cayman Islands Legal Practitioners Code of Conduct, shall account to the Client for interest earned on such money if placed upon deposit or, if not so deposited, the Firm shall pay the Client such interest as is required (if any) by the Cayman Islands Legal Practitioners Association Code of Conduct.

10. DATA PROTECTION

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

10.2 Without prejudice to the generality of clause 10.1, the Client will ensure that it has all necessary appropriate consents and notices in



place to enable lawful transfer of the personal data to the Firm for the duration and purposes of the Contract.

- 10.3 The Privacy Notice applies to the Firm and details how the Firm processes data and the rights of individuals in respect of their data. By instructing us, the Client consents to the processing of their data in accordance with the Privacy Notice. The Client should ensure that the Privacy Notice is provided to any individuals whose personal data is provided to the Firm by the Client and the Client is satisfied that there is a legitimate basis under any applicable data protection legislation for providing such personal data to the Firm.
11. **LIMITATION OF LIABILITY – THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 11.1 The Firm is a legal person separate and distinct from its partners, managers, employees and consultants from time to time. The Firm is providing the Services to Client under the Contract and will be solely responsible to Client for the Services and no JTC Person shall have any liability of any sort whatsoever or howsoever arising from the Engagement. Client agrees that there is no assumption of a duty of care to Client by any JTC Person, that no JTC Person shall owe a duty of care to Client, and the Client will not bring any claim (whether in contract, tort or statute) against any JTC Person. Client agrees that all claims will be brought solely against the Firm.
- 11.2 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, and shall be limited to the loss suffered by the Client flowing directly from a breach of obligation by the Firm, less loss or damage caused by any contributory act or omission (including any contributory negligence) of the Client or any other person, respectively; and any amount which the Client or any other such person, respectively, would have been entitled to recover from any other adviser or party in the absence of any exclusion or limitation of liability agreed with such adviser or party.
- 11.3 The Firm’s total liability to the Client in respect of all breaches of duty occurring within any Contract Year shall not exceed the Cap.
- 11.4 The following terms apply for the purposes of clause 11.3:
- (a) **Cap:** the greater of USD2,000,000 and 200 per cent of the Total Fees in the Contract Year in which the breaches occurred;
 - (b) **Contract Year:** a 12-month period commencing with the Commencement Date or any anniversary of it; and
 - (c) **Total fees:** all sums paid by the Client and all sums payable under the Contract in respect of goods and services actually supplied by the Firm, whether or not billed to the Client.
- 11.5 This clause 11.5 sets out specific heads of excluded loss and exceptions from them:
- (a) Subject to clause 11.2, the types of loss listed in clause 11.5(b) are wholly excluded by the parties; and
 - (b) The losses excluded are loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and Indirect or consequential loss.
- 11.6 Unless the Client notifies the Firm that it intends to make a claim in respect of an event within the Notice Period, the Firm shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred or it having grounds to make a claim in respect of the event, whichever is the shorter and shall expire 36 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 11.7 This clause 11 shall survive termination of the Contract.
- 11.8 Where the Firm deposits money or assets of whatever nature in which the Client has any interest with any bank, custodian or similar institution, the Firm will not be liable for any loss, damage, costs or expenses arising upon that bank, custodian or similar institution entering any form of solvent or insolvent restructuring process or arrangement or any insolvency process whether commenced by itself or otherwise, whereupon the Client remains liable to the Firm for all and any Fees incurred.
12. **TERMINATION**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party reasonable written notice. The Firm may exercise a lien.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (c) the other party’s financial position deteriorates to such an extent that in the terminating party’s opinion the other party’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 Without affecting any other right or remedy available to it, the Firm may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
13. **CONSEQUENCES OF TERMINATION**
- 13.1 On termination of the Contract the Client shall immediately pay to the Firm all of its outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Firm shall be entitled to submit an invoice, which shall be payable by the Client immediately on receipt.
- 13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
14. **GENERAL**
- 14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.2 **Complaints.** Complaints will be dealt with in accordance with the Firm’s complaints procedure which is available on request.
- 14.3 **Email.** The Firm and the Client agree that email is a suitable mechanism for communication and the delivery of all and any documents including these Terms of Business. The Firm does not



guarantee that messages, documents or files sent by email are virus-free or secure. As such, the Firm does not accept liability or responsibility for any loss or damage, however caused, by any virus or security breach. The Firm strongly recommends that:

- (a) the Client uses virus checking software and the Client is deemed to be responsible for virus checking any message, document or file attachment which is sent to the Firm by email; and
- (b) the Client informs the Firm if the Client has specific confidentiality requirements, such as a requirement for encrypted emails. As a matter of practice, the Firm's emails are first set to encrypt and only if encryption is not possible are emails sent unencrypted. The cost of setting up any additional security measures may be added as a disbursement at the Firm's discretion.

14.4 Confidentiality.

- (a) Except as set out below and in the Privacy Notice, all information that the Firm receives from the Client during the Engagement will be maintained in strict confidence.
- (b) Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, clients, clients or Firms of the other party, except as permitted by clause 14.4(c).
- (c) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental, regulatory or other authority. In such circumstances, the Firm may not be permitted to inform the Client that the Firm has done so. Whenever the Client's legal privilege excuses the Firm from doing so, the Firm will claim it. If the Client requires further advice on this area, please ask the Firm.
- (d) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- (e) The Firm is often asked by various publications such as Chambers and Partners and the Legal 500 to provide examples of any information regarding our recent experience in particular areas of practice. The publications use the information provided to them by us for their law firm reviews and for their commentary on significant transactions and leading lawyers. However, the duties of confidentiality by which the Firm is bound prohibit the Firm from naming its clients and any information that the Firm acquires in the course of acting for them, unless the Firm is expressly authorised to do so, or that information is already in the public domain. The Client agrees to provide its consent to the Firm disclosing the fact that the Client is a client of JTC Law and to describing the matter to which an Engagement relates, in terms limited to those set out in any applicable letter of engagement or as otherwise agreed with the Client. Except to this very limited extent, we will not voluntarily disclose any confidential information relating to an Engagement

14.5 **No partnership.** The Firm and the Client agree that nothing done in the course of providing the Services or at all, shall be relied upon by the Client or shall constitute a partnership.

14.6 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

14.7 **Variation.** The Firm may vary these Terms of Business at any time. In the event of such a variation the Firm will:

- (a) use its reasonable endeavours to notify each Client for whom Services are then being provided of that variation; and
- (b) publish those revised Terms of Business at www.jtcgroup.com/services/jtc-law/.

14.8 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.10 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or if to the Firm sent by email to info@jtc-law.com or if to the Client sent by email to the principal email address or addresses provided through which the Firm typically communicates with the Client.
- (b) Any notice or other communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.10(b)(iii), business hours means 9.00am to 5.00pm



Monday to Friday on a day that is not a public holiday
in the place of receipt.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.11 Third party rights.

- (a) The parties agree that each JTC Person who is not a party to the Contract, has a right to enforce the contractual terms under the Contracts (Rights of Third Parties) Act.
- (b) The consent or notice of the JTC Persons is not required for any amendment, rescission, variation, waiver, assignment, or termination of the Contract.

14.12 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Cayman Islands.

14.13 Jurisdiction. Each party irrevocably agrees that the courts of the Cayman Islands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.