

# IQEQ (Isle of Man) Limited

## TERMS AND CONDITIONS

### DEFINITIONS

A. In these terms and conditions, where the context so admits:

“**the Act**” means the Foundations Act 2011 as amended or re-enacted from time to time;

“**Administrator**” means IQ EQ (Isle of Man) Limited and where the context so admits any Agent.

“**Agent**” means any Officer and/or any Administrator’s director, servant or agent and/or any company, person or partnership connected with the Administrator and/or any director, officer, servant, partner or agent of any such company, person or partnership.

“**AML Legislation**” means the Proceeds of Crime Act 2008, the Anti-Terrorism and Crime Act 2003, the Terrorism (Finance) Act 2009 and the Money Laundering and Terrorist Financing Code 2013 all as amended or re-enacted from time to time and all and any legislation, statutory instruments and codes of practice in force from time to time relating to the prevention of money laundering or terrorist financing.

“**Clients’ Money**” has the meaning ascribed thereto in part 3 of the Rule Book.

“**Counterparties**” means any person or persons to whom the Engagement Letter is addressed apart from the Foundation;

“**DPA**” means the Data Protection Act 2018 as amended or re-enacted from time to time and all and any legislation, statutory instruments and codes of practice in force from time to time relating to data protection.

“**Engagement Letter**” means any engagement letter incorporating these terms and conditions (as amended from time to time);

“**Founder**” means the founder of the Foundation for the purposes of the Act;

“**FSA**” means the Financial Services Act 2008, as amended or re-enacted from time to time.

“**FSA Legislation**” means the FSA, the Rule Book, and all and any other legislation, statutory instruments and codes of practice in force from time to time relating to the provision of corporate services.

“**Indemnified Person**” means the Administrator and/or any Agent.

“**Officer**” means any individual or company whose services as a Council Member or other officer (including any temporary or alternate Council Member) are provided by the Administrator to the Foundation and includes any officer so provided who has ceased to act.

“**Regulator**” means (for each Isle of Man Foundation) the Isle of Man Government Financial Services Authority or any successor body from time to time carrying out its functions under the FSA or (for each entity established outside of the Isle of Man) the equivalent body under locally applicable law and regulations.

“**Rule Book**” means the Financial Services Rule Book 2009 as amended or re-enacted from time to time.

“**Services**” means the administrative services to be made available to a Foundation by the Administrator as described in the Engagement Letter as the same may be amended and/or varied from time to time by agreement in writing by each Foundation and the Administrator.

“**Tax Reporting Obligations**” means the obligations of the Foundation, and of any Officers provided by the Administrator, under the laws of any place to maintain records, file notices and complete and file returns of property, income, gains, profits and distributions (including the application of any Foundation property for the benefit of any person or for the Foundations objects) for the purpose of assessing the Foundation, any beneficiary of the Foundation and any persons as regards any benefit from the Foundation to taxation anywhere in the world (including, without limitation, [legislation applying CRS/FATCA]).

“VAT” means value added tax that is levied in accordance with the Value Added Tax Act 1996 as amended or re-enacted from time to time.

- B. Words importing the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders.
- C. The headings are inserted for convenience and shall not affect the construction of this document.
- D. Any question whether a person is connected with another shall be determined in accordance with the Section 119C of the Income Tax Act 1970 (as amended or re-enacted from time to time) which shall apply in relation to this document as it applies in relation to that Act.

## **STANDARD TERMS OF BUSINESS**

The following comprise the standard terms and conditions governing the relationships between (1) the Administrator, (2) the relevant Foundation to which the Administrator provides or is to provide services (the “Foundation”) and (3) the Counterparties.

The Services are detailed in the Engagement Letter. The Engagement Letter and these Terms and Conditions constitute the exhaustive basis on which the Administrator is to provide services to the Foundation (and together constitute “this Agreement”).

The Counterparties give the undertakings and indemnities set out herein in consideration for the Administrator agreeing to provide the Services to the Foundation.

### 1. The Administrator’s duties

- 1.1 The Administrator is appointed to act by the Foundation and its duties are owed solely to the Foundation on the basis of the Agreement. The Administrator will provide the Services (and such other services as may be agreed in writing between the Foundation and the Administrator from time to time) with the reasonable skill and care of a professional corporate service provider in all cases as soon as reasonably practical. Time shall not be of the essence for the purposes of this Agreement.
- 1.2 The Counterparties and the Foundation jointly and severally agree that in connection with the provision of the Services the Administrator at its sole discretion may instruct legal and/or other advisors from time to time either on behalf of the Foundation or on its own behalf when such advice or services may reasonably be required and it is agreed that such costs shall be covered by the invoicing, or where relevant, the indemnity arrangements referred to herein. If the Administrator instructs any adviser to act on behalf of the Foundation, the Administrator will not be responsible for any act or omission on the part of such adviser, by itself, its servants, agents or by others engaged by that adviser to act on the Foundation’s behalf.
- 1.3 These standard terms have no effect on the duties of any Council Member provided by the Administrator (which remain subject to any exclusion or restriction on his duties or liability as set out in the Rules).

### 2. The duties of the Foundation and the Counterparties

- 2.1 The Counterparties and the Foundation jointly and severally covenant and warrant to the Administrator that:
  - 2.1.1 the Counterparties and the Foundation shall at all times and on demand provide, or cause to be provided, to the Administrator such information, records, documentation and financial statements which in the opinion of the Administrator is necessary in order to permit the Administrator to provide the Services, to ensure that the Foundation is in compliance with the Act and to ensure that the Foundation, the Administrator and any Officers meet their Tax Reporting Obligations;

- 2.1.2 Without prejudice to clause 2.1.1 above, the Counterparties and the Foundation shall provide to the Administrator as soon as reasonably practicable following a request all information and/or documentation which the Administrator may reasonably require from time to time for the purposes of ensuring that the Administrator complies with either the provisions of the AML Legislation or any other legislation or regulatory guidance which from time to time may be in force in the Isle of Man or other relevant jurisdiction that requires the Administrator to establish, maintain or operate measures to prevent money laundering or the financing of terrorism (such information and/or documentation aforesaid hereinafter being referred to as "Customer Due Diligence Information"), including, without prejudice to the generality of the foregoing, the following:
- (a) information and documents relating to the identity, status, suitability and qualifications of any Officer or nominee member of the Foundation whose services are not provided or procured by the Administrator; and
  - (b) similar information in relation to the Officers or any such Officer or member which is a body corporate;
- 2.1.3 the Counterparties and the Foundation shall at all times provide the Administrator with complete and accurate information relating to the business and affairs of the Foundation which, in the opinion of the Administrator, is necessary to enable each Officer to perform his duties as an Officer of the Foundation to the standard imposed by the Act and any applicable law generally; and
- 2.1.4 neither the Administrator nor any Officer shall be required to incur any expense in the discharge of their respective obligations or make any payment on behalf of the Foundation save in circumstances where they have received sufficient funds in advance but they shall be reimbursed forthwith for having incurred such expense or made such payment.
- 2.2 The Counterparties each warrant to the Administrator that:
- 2.2.1 they have taken all appropriate tax and legal advice in all relevant jurisdictions with regard to the establishment and operation of the Foundation and each of the Foundation's connected companies (if any);
  - 2.2.2 the activities or proposed activities of each of the Foundation's connected companies will not breach the laws (including, for the avoidance of doubt, the fiscal or exchange control laws) of any relevant jurisdiction; and
  - 2.2.3 all disclosures reasonably necessary in order to allow the Administrator to make an informed decision as to whether to provide the Services have been made to the Administrator by the Counterparties;
- 2.3 The Foundation and the Counterparties each acknowledge and agree that until the Foundation and/or the Counterparties (as the case may be) has complied in full with any request (both at the outset and on a continuing basis following commencement of the Services) to provide Customer Due Diligence Information the Administrator shall be under no duty to perform or continue to perform any of the Services. Furthermore, the Administrator shall be under no obligation to carry out any act where to do so would or may in the opinion of the Administrator amount to a breach or possible breach of any applicable law including without limitation the AML Legislation.
- 2.4 The extent and/or nature of the Customer Due Diligence Information to be requested by the Administrator shall take account of any relevant supervisory or regulatory rules or guidance which may apply from time to time to the Administrator.
- 2.5 The Counterparties and the Foundation jointly and severally undertake forthwith to inform the Administrator of any matters of which they are aware and which may affect the Administrator's willingness or ability lawfully to provide, or continue to provide, any of the services described in the Engagement Letter or any matter that is material to the management or affairs of the Foundation.
3. Fees and invoicing arrangements
- 3.1 A schedule of the Administrator's scale of charges as at the date the Engagement Letter is attached to the Engagement Letter. Subject to any contrary agreement in writing in relation to annual or other periodic charges the Administrator shall be entitled to vary such scale of charges by not less than 30 days prior notice in writing to the Foundation and the Counterparties (or earlier

if agreed between them). Upon written request the Administrator shall provide a copy of its scale of charges as varied from time to time to the Counterparties.

- 3.2 The Foundation agrees forthwith on demand to indemnify the Administrator in respect of all and any liabilities, costs or expenses incurred by the Administrator in the course of providing the Services.
- 3.3 The Administrator shall raise invoices for fees and disbursements incurred on behalf of the Foundation at least annually. The Administrator may raise invoices more frequently as it deems appropriate. The Foundation agrees to pay and discharge such invoices within 30 days of the date of invoice. In the event that the Foundation does not pay any invoice within 30 days of the date of invoice (an "Overdue Invoice"), the Counterparties hereby agree to pay and discharge such invoice forthwith on demand.
- 3.4 Notwithstanding clause 3.3, the Administrator shall be entitled at its option to arrange for payment of any invoices either out of the Foundation bank account under the control of the Administrator or from monies held in Client Bank Accounts on behalf of either the Foundation or the Counterparties.
- 3.5 The Administrator reserves the right, where fees have been invoiced and payment is outstanding, to exercise a lien over any documents or assets belonging to the Foundation and/or the Counterparties which may be in its possession, in respect of any and all outstanding fees.
- 3.6 In the event that an Overdue Invoice is outstanding, the Administrator reserves the right to charge interest on all overdue amounts at a rate of 2% per annum above the one month sterling Libor rate, accruing daily.
- 3.7 The Administrator reserves the right to charge the Foundation its administrative costs in relation to pursuing or arranging payment of any Overdue Invoice in accordance with its scale of charges, as amended from time to time.
- 3.8 Each of the Foundation and the Counterparties agrees jointly and severally to indemnify the Administrator in respect of all and any liabilities, costs or expenses (including but not limited to all legal fees) incurred by the Administrator in the course of or in connection with taking action to recover debts due under any Outstanding Invoice on a full indemnity basis.

#### 4. Storage of documents

- 4.1 The Administrator operates a policy whereby all documentation is held by it in electronic format.
- 4.2 To the extent permitted by law original documentation received by the Administrator will be copied and stored electronically and then shredded.
- 4.3 The Administrator will keep the records and documents belonging and relating to the Foundation as long as it is required to do so under applicable law and in accordance with its internal policy.

#### 5. Indemnity and Limitation of Liability

- 5.1 To the extent permitted by law, the Counterparties and the Foundation jointly and severally undertake and agree to indemnify and keep indemnified each Indemnified Person against all and any costs, claims, demands, expenses, proceedings, suits, actions, charges, damages and liabilities whatsoever (including, without limitation, legal costs and expenses on a full and complete indemnity basis) that may be incurred or suffered by any Indemnified Person however arising (other than by reason of wilful default, fraud or dishonesty on the part of any Indemnified Person) in connection with the provision of the Services or the performance of this Agreement and/or their duties as Officers of the Foundation. The benefit of this covenant inures for the benefit of the Administrator but also for the benefit of all other Indemnified Persons and each of them. The benefit of the covenant may, however, be modified with the agreement of the Administrator alone and does not require the agreement or consent of any other Indemnified Person.

- 5.2 The Administrator's liability (together with that of any Indemnified Persons) in respect of all and any breaches of contract or breaches of duty or fault or gross negligence or grossly negligent misstatement or otherwise howsoever and of whatever nature arising out of or in connection with this Agreement shall be limited and shall not exceed the amount of fees paid to the Administrator for the relevant financial year in which the alleged liability arises, which limit shall cover claims of any kind whatsoever (including interest and costs) arising out of or in connection with this Agreement, or €100,000, whichever is lesser, provided that this provision shall have no application to any liability for death or personal injury arising from the gross negligence of the Administrator or any Indemnified Person or to any liability arising as a result of the wilful default, fraud on the part of the Administrator or any Indemnified Person.
- 5.3 The Administrator will not incur any liability for any loss arising by reason of a failure of a communication to or from the Administrator (howsoever transmitted or dispatched) to reach its intended destination, or for any interference or interception made of any communication in transit, or if transmitted by unauthorised persons whether or not resulting from an act or omission on the Administrator's part. Communications may be conducted by telephone, post, courier service, facsimile or electronic transmission (including electronic mail) or by any other means that the Administrator may consider appropriate from time to time.
- 5.4 The Administrator shall not be required to take any legal action either in its own name or in the name of the Foundation unless fully indemnified to its reasonable satisfaction for all costs and liabilities likely to be incurred or suffered by the Administrator as the case may be and, if the Counterparties or the Foundation require the Administrator or any Officers in any capacity to take or join in any action which in the opinion of the Administrator might make the Administrator or Officers as liable for the payment of money or liable in any other way, the Administrator and each such Officer shall be and be kept indemnified by each of the Foundation and the Counterparties in any reasonable amount and form satisfactory to the Administrator as a prerequisite to taking such action.
- 5.5 The indemnities given by this Agreement shall cover all reasonable costs and expenses, damages and interest payable by the Administrator in connection with any claim.
- 5.6 The indemnification provided by this Agreement shall be in addition to any other right to which those seeking indemnification may be entitled under any statute, agreement, the Rules of the Foundation or the Act and shall continue after the termination of this Agreement.
- 5.7 The parties agree that:
- 5.7.1 any Agent may enforce the indemnities herein contained in his favour directly against him and/or his connected companies and notwithstanding that they are not party to this Agreement; and
- 5.7.2 the Administrator may by agreement with the other parties amend or vary such indemnities without the consent of any Agents,
- and each concurrently or contemporaneously with the other provided that the Counterparties shall not by virtue of this clause 5.7 be liable more than once in respect of the same subject matter.
- 5.8 No provision of this Agreement has the effect that an Officer shall not be liable for his own fraud or gross negligence.
6. Information, confidentiality and data protection
- 6.1 The Administrator agrees that where the Counterparties or the Foundation give it confidential information it shall use all reasonable endeavours to keep it confidential.
- 6.2 The Counterparties and the Foundation each accept and acknowledge the obligations of the Administrator and any Officer to make filings with and disclosure to the Regulator or other governmental or regulatory agency in the Isle of Man or elsewhere in the world pursuant to the provisions of Isle of Man law or other applicable law, including the Act and the Tax Reporting Obligations and (without prejudice to the generality of the foregoing) the obligations and representations set out in paragraph 6.3 below.
- 6.3 The Counterparties and the Foundation each accept and acknowledge the obligations of the Administrator and any Officer to:

- 6.3.1 take such acts as they consider appropriate to comply with applicable AML Legislation (including anti-money laundering disclosures) and Tax Reporting Obligations and agree that any bona fide action taken by, or admission on the part of, the Administrator or any Officer pursuant thereto or in connection therewith, shall not constitute a breach of contract or render the Administrator or any Officer liable in respect thereof;
- 6.3.2 take such acts and make such disclosures of information and documents relating to the Counterparties and the Foundation as may be required to enable the Administrator and any Officer to comply with its obligations under FSA Legislation, AML Legislation or Tax Reporting Obligations and (in connection with the provision of the Services to the Counterparties and the Foundation) to assist third parties to comply with their obligations under AML Legislation and the Counterparties and the Foundation each agree that neither the Administrator nor any Officer shall be in breach of any duty owed hereunder or any duty of confidentiality or any provision of the DPA or otherwise as a result of taking such acts and making such disclosures, including (without limitation) disclosing information and/or documents to the Regulator, to the Treasury or to the auditors or reporting accountants of the Administrator, and hereby expressly consent to all or any such disclosures.
- 6.4 Save as aforesaid, none of the parties shall, unless required by law or compelled to do so by any court of competent jurisdiction, either during the continuance of or after the termination of the Agreement, disclose to any person (other than a director, officer, auditor or accountant of the party) not authorised by the relevant party to receive the same, any information relating to such party or to the affairs of such party of which the party disclosing the same shall have become aware during the continuance of this Agreement and each party shall use its best endeavours to prevent any such disclosure as aforesaid. However, for the avoidance of doubt, it is understood that information may be freely exchangeable between the Administrator and any subsidiary, holding or affiliated company of the Administrator in order that the Counterparties and the Foundation may receive the best possible service at all times, and, to the extent necessary therefor, with the Administrator's third party service providers and agents. The Counterparties and the Foundation each hereby expressly consent to all and any disclosures made by the Administrator to such third parties pursuant to this Clause.
- 6.5 The Administrator hereby acknowledges and undertakes to hold all information disclosed to it by the Counterparties and the Foundation pursuant to the Agreement subject to the terms of this Agreement and otherwise in accordance with the provisions of the DPA.
- 6.6 The Counterparties and the Foundation (on behalf of each individual whose personal data is provided to the Administrator), each hereby expressly consent to the use and processing by the Administrator, in accordance with the terms of this Agreement, of all information and personal data disclosed to the Administrator by the Counterparties and/or the Foundation, to the transfer of such information and data outside the Isle of Man for the purposes of providing the Services and to receive data protection notices on behalf of the data subjects.
- 6.7 The Administrator shall not be liable in respect of any information or documentation pertaining to the Counterparties, the Foundation or any person interested thereunder where such information has been passed to a third party which assists the Administrator to provide the Services and that third party require the information or documentation in order to comply with the AML Legislation of the Isle of Man or any other relevant jurisdictions, Tax Reporting Obligations or any other laws of the Isle of Man or any other relevant jurisdictions or an order of the Isle of Man Courts or any other courts of competent jurisdiction or otherwise under applicable Regulations.
- 6.8 The Administrator shall not in any event be required or obliged to take any action which it considers to be unlawful or improper or which may cause it or any person to incur any personal liability and the Counterparties agrees that the Administrator shall not be liable for refusing to take any such action.
- 6.9 IQ-EQ has established a global Data Protection Policy and applies a consistent approach and standard across all the companies in the Group, based upon the EU General Data Protection Regulation (GDPR).
- 6.10 The Group's published Master Privacy Notice is available [here](#). The Notice sets out the basis upon which the Group processes personal data as well as the rights of individuals with respect to their personal data. It also sets out the circumstances under which data may be transferred within the Group as well as externally to third parties.

- 6.11 Unless specifically agreed and documented to the contrary, IQ EQ (Isle of Man) Limited will assume primary responsibility for meeting the obligations of the data controller in relation to these services, including specifically responding to any relevant data subject requests.
- 6.12 Nothing under the terms of this Agreement shall however preclude any data subject from exercising his or her rights in respect of and against any relevant data controller
7. Non-Exclusive
- 7.1 The Counterparties and the Foundation hereby acknowledge and accept that the Administrator provides administrative services (including the services of Officers) to a large number of entities, some of which may be in similar business and/or competition with the Counterparties and the Foundation.
- 7.2 Notwithstanding Clause 7.1, if the Administrator becomes aware that a conflict of interest has arisen between the interests of the Counterparties and the Foundation and the interests of the Administrator or any other client or clients of the Administrator, the Administrator shall notify the Counterparties and the Foundation or the other client or clients of the existence of such conflict (but not any other information in relation thereto unless the Counterparties and the Foundation agree). The Counterparties and the Foundation agree that such notification shall not constitute a breach of any duty of confidentiality or any duty owed hereunder or otherwise by the Administrator or any Officer.
- 7.3 In the circumstances described in paragraph 7.2, neither the Administrator nor any Officer shall be obliged to continue to provide the Services (and shall not be in breach hereof or otherwise) unless and until the Administrator has received the written consent of all persons so interested to the Administrator continuing so to do.
- 7.4 In the circumstances described in paragraph 7.2, the determination of whether a conflict of interest has arisen will be at the sole discretion of the Administrator and shall not be determined by the Counterparties, the Foundation or any other client of the Administrator.
8. Monies held by the Administrator
- 8.1 A client bank account is a bank account held by, and in the name of, the Administrator in which the Administrator will hold money on trust for the Foundation or the Counterparties (as the case may be) while it remains in the account. All money held in a client bank account is referred to as client money.
- 8.2 A client bank account is specially created by the Administrator for the purpose of holding money for the Foundation or the Counterparties and the money of other clients. A client bank account is segregated from any other bank account in the Administrator's name holding money which is the Administrator's money.
- 8.3 All client bank accounts are held at recognized banks. A recognized bank is a bank which holds a licence issued by the Isle of Man Financial Services Authority for deposit taking or is authorised under the law of another acceptable country or territory to carry on activities corresponding to deposit taking (see rule 3.2 of the Isle of Man Financial Services Authority Financial Services Rule Book 2011, as amended, for the full definition).
- 8.4 In relation to the Services, an account held in the name of the Foundation is not a client bank account. It is mandated to the Foundation and the Foundation is the legal owner of the money held in that account. As the money in these accounts is not classed as client money the details relating to pooling of money in client bank accounts (as detailed below) do not apply.
- 8.5 A general client bank account usually holds money of several clients. The money may be held at one bank or the money may be in multiple bank accounts spread across several banks.
- 8.6 In the event of a default of a bank where the Administrator holds a general client bank account, client monies held in all of the Administrator's general client bank accounts will be pooled (even if money is held in more than one general client bank account and the accounts are held in more than one bank). In this situation, each client who has money in any general client bank account will lose an equal proportion of their money, whether or not the bank where that client's money is held with is in default. This loss will be adjusted by any compensation arrangements in place through the Isle of Man's Depositors' Compensation Scheme.

- 8.7 Monies may be withdrawn from a client bank account only if it represents cleared funds and:-
- (a) it is not clients' money;
  - (b) it is part of a cheque or other payable order paid into a client bank account, which includes both clients' money and other money, and as soon as practicable after cleared funds in respect of that money are credited to the account, all monies which are not clients' money shall be withdrawn from the client bank account;
  - (c) it is properly required to make a payment on behalf of a client or client company; or
  - (d) it is for transfer to another client bank account or to a bank account in the client's or client company's own name.

8.8 Unless otherwise agreed in writing by the Administrator, client monies held in a client bank account will be held on a current account and no interest will be allowed thereon.

8.9 The Administrator accepts no liability whatsoever for any loss, damage or liability incurred directly or indirectly by the Foundation and/or the Counterparties as a result of the insolvency, liquidation, winding up, failure, collapse of, or similar event occurring in relation to, the Administrator's and/or the Foundation's bankers who operate any of the Administrator's general clients' accounts and/or the Foundation's accounts which results directly or indirectly in the Administrator's and/or the Foundation's bankers being unable, in whole or in part, to repay any deposit balance in any of the Administrator's general clients' accounts and/or the Foundation's accounts (the "Bank's Failure to Repay"). The Foundation and the Counterparties hereby agree to hold the Administrator and each of its Agents harmless in respect of the Bank's Failure to Repay. The Foundation and the Counterparties accept and acknowledge that there are alternative arrangements available to them in relation to the funds placed in the Administrator's general clients account; and that by placing funds in the Administrator's general clients account, each of the Foundation and the Counterparties agree to the terms of this exclusion of liability and irrevocably acknowledges the reasonableness of this exclusion.

## 9. Notices

9.1 Any notice or other document to be served under this Agreement must be in writing and may be delivered by hand or sent by pre-paid letter post or facsimile transmission, or electronic mail to the party to be served at that party's address as set out in the Engagement Letter (or as varied from time to time by notice in writing in accordance herewith from time to time).

9.2 The Foundation and the Counterparties each hereby authorise the Administrator to communicate with them by unencrypted electronic mail and agree that the Administrator shall have no liability for any loss or liability incurred by any of the Counterparties and the Foundation by reason of the use of electronic mail (whether arising from viruses or otherwise) and hereby release the Administrator from any such liability. The Administrator shall not be liable for any loss or damage caused by the transmission by it of an infected electronic mail.

9.3 The Administrator will not accept instructions, recommendations or correspondence of any other kind, by means of mobile telephone text message, in any circumstances.

## 10. Assignment

The terms of this Agreement shall be binding upon and inure for the benefit of the successors of the parties but shall not be assignable in whole or in part by the Foundation or the Counterparties without the prior written consent of the Administrator. The Administrator shall be entitled to assign its rights and benefits hereunder to any other person upon 30 days prior notice in writing to the Foundation and the Counterparties.



11. Termination of Services

- 11.1 This Agreement may be terminated by the Administrator, any of the Counterparties (but only as regards that Counterparty's obligations) or the Foundation giving 30 days written notice (or such shorter notice as the other parties may agree to accept) to the other party whereupon this Agreement and the rights and obligations of the parties (save as set out in clauses 5 and 6 and in respect of antecedent breaches) cease and terminate.
- 11.2 This Agreement may be terminated with immediate effect by notice in writing by either the Foundation, or the Administrator in the event that:-
- (a) the other party commits any material breach of its obligations under this agreement or under any other agreement between the parties and has failed to remedy it such breach within a reasonable time, if such breach is capable of being remedied; or
  - (b) the other party goes into liquidation (except for the purpose of a bona fide solvent amalgamation or re-organisation) or is declared bankrupt; or a bankruptcy petition is presented against him or a receiver or administrator is appointed in respect of it or
  - (c) any encumbrancer takes possession of a material part of the property of the other party or execution is levied in respect of the other party's assets; or
  - (d) anything analogous to any of the foregoing occurs in relation to the other under the law of any jurisdiction.
- 11.3 The Administrator shall be entitled to terminate this Agreement with immediate effect by written notice to the Foundation in the event that any legal proceedings are commenced against the Foundation (including any injunction or investigation proceedings).
- 11.4 The Administrator shall be entitled to terminate the Agreement with immediate effect by written notice to the Foundation and the Counterparties in the event that either the Foundation or the Counterparties fail to provide within a reasonable period of time all Customer Due Diligence Information reasonably requested by the Administrator.
- 11.5 The Administrator shall be entitled to terminate the Agreement with immediate effect by written notice to the Foundation and the Counterparties in the event that invoices raised by the Administrator remain unpaid 60 days after issue.
- 11.6 Termination shall be without prejudice to any rights or liabilities of any party either arising prior to termination or arising in respect of any act or omission occurring prior to termination.
- 11.7 In the event of termination, the minimum annual charge will not be pro-rated or refunded
- 11.8 In the event of termination the Administrator, the Foundation and the Counterparties shall each arrange that all such acts are done as may be necessary to give effect to such termination and the Counterparties shall within 30 days of the date of termination procure the appointment of a successor administrator and replacement Officers and the Administrator shall, subject to payment of all amounts due to it, co-operate with the Counterparties in relation to such appointments.
- 11.9 Upon the termination of this Agreement, the Administrator shall deliver to the Foundation or to whom it may direct all books of account, correspondence and records relating to the affairs of the Foundation which are the property of the Foundation and which are in the Administrator's possession.
- 11.10 In the event of termination of this Agreement, 30 days after said termination the Administrator may transfer any shares held by its nominee shareholders into the name or names of the or Counterparties and/or arrange for the dissolution of the Foundation unless the Counterparties have given lawful instructions to the contrary and complied with any applicable anti-money laundering or regulatory requirements.
- 11.11 In any case where the Administrator is entitled to terminate the arrangements for the provision of the Services, the Administrator shall be entitled, without prejudice to such right to terminate, to suspend the provision of the Services under this Agreement for such period and on such basis as

it may determine and during such period the Administrator shall not have any duty to provide any Services.

12. Entire Agreement & Variation

These Terms and Conditions and the Engagement Letter constitute the entire agreement between the parties in relation to the Foundation. These Terms and Conditions (as varied from time to time) are posted on the Administrator's website [www.iqeq.com/terms](http://www.iqeq.com/terms) (the "Website"). Without prejudice to the Administrator's right to amend its fees from time to time under clause 3.1, the Administrator reserves the right to vary, amend or add to any of the terms or conditions of the Agreement and will give notice to you of any variation, such notice to be deemed duly given to you by the Administrator 30 days after posting the new terms (with a date of issue clearly marked thereon) on the Website. You agree to review the Website frequently to ensure that you are aware of the latest terms of the Agreement.

13. Law and jurisdiction

13.1 The Agreement shall be governed by and construed exclusively in accordance with Isle of Man law and any dispute arising in respect thereof shall be subject to the jurisdiction of the Isle of Man High Court and the parties hereby submit to the jurisdiction of the Isle of Man High Court in relation to any dispute or other matter arising out of or in connection with the Foundation.

13.2 The Counterparties and the Foundation acknowledge that the Administrator is bound by regulatory obligations under Isle of Man law and agree that any action or inaction on the part of the Administrator reasonably undertaken for compliance with them shall not constitute a breach of the Administrator's duties hereunder.

14. Commissions

14.1 Any benefit whether direct or indirect and including any fees or commission payments received

- (a) on any purchase or sale of investments; or
- (b) by reason of the Administrator acting in any capacity for or in connection with any company, partnership, investment fund, scheme or other entity the shares, interests, notes or units of which are comprised in the assets of the Foundation; or
- (c) under any banking, investment advisory or other arrangement entered into on behalf of the Foundation; or
- (d) in respect of the provision of any other services to or in connection with the Foundation;

may be retained by the Administrator, or credited against the Administrator's time ledgers for the Foundation, at the total and absolute discretion of the Administrator.