

**AGREEMENT FOR THE PROVISION OF
REGISTERED OFFICE SERVICES**

THIS AGREEMENT (the "Agreement") is made with effect from [INSERT DATE]

BETWEEN: **CAYMAN NATIONAL FUND SERVICES LTD.** a Cayman Islands company licensed to provide registered office and fund administration services at P.O. Box 30329 KY1-1201, 62 Forum Lane, Camana Bay, Grand Cayman, Cayman Islands ("CNFS").

AND: [INSERT NAME OF COMPANY], a Cayman Islands company with its registered office at the offices of Cayman National Fund Services Ltd. c/o P.O. Box 30329 KY1-1201, 62 Forum Lane, Camana Bay, Grand Cayman, Cayman Islands (the "Company").

WHEREAS Cayman National Fund Services Ltd. is in the business of providing, inter alia, companies management services for Cayman Islands companies, including the provision of registered office services;

WHEREAS the Company wishes to use the services of CNFS for such purposes;

WHEREAS CNFS is willing to provide services to the Company;

IT IS HEREBY AGREED as follows:

A. Interpretation

1. These terms and conditions (these "**Terms**") set out the entire agreement between CNFS and the Company for the provision of registered office services to the Company. In these Terms the following words shall have the following meanings:

"**Act**" means the Companies Act (As Revised) of the Cayman Islands;

"**AEOI Laws**" means the Tax Information Authority Act (As Revised) of the Cayman Islands and any and all regulations and orders passed pursuant to it relating to the automatic exchange of financial account information and any related Guidance Notes issued by the TIA;

"**AML BO**" the natural person(s) who ultimately owns or controls a Company or on whose behalf a transaction or activity is being conducted and includes, though not restricted to, a natural person who ultimately owns or controls, whether directly or indirectly, ten per cent or more of the shares or voting rights in the Company;

"**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the Cayman Islands on which banks are open for non-automated business;

"**CIMA**" means the Cayman Islands Monetary Authority;

"**Commencement Date**" means the date of registration of the Company or the date on which CNFS began providing registered office services to the Company, if later;

"**Company**" means the company which has requested, directly or indirectly, that CNFS provide it with registered office services and which CNFS has agreed to do under these Terms;

"**Constituting Documents**" means the Memorandum of Association and Articles of Association of the Company, and any amendments thereto;

"**Electronic Record**" has the same meaning as in the Electronic Transactions Act;

"Electronic Transactions Act" means the Electronic Transactions Act (As Revised) of the Cayman Islands;

"Fee Schedule" means the schedule of fees published by CNFS and in effect from time to time for the provision of registered office facilities and related services which may be varied in accordance with these Terms.;

"Cayman National Group" means CNFS and all other businesses of Cayman National Corporation Ltd.

"Members" means the members or shareholders from time to time of the Company;

"Registrar" means the Registrar of Companies in and for the Cayman Islands;

"TIA" means the Tax Information Authority of the Cayman Islands.

2. For the purpose of these Terms:

- (a) use of the singular includes the plural and vice versa;
- (b) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;
- (c) "written", "in writing" and "maintain" include all modes of representing, reproducing or maintaining words in visible form, including in the form of an Electronic Record;
- (d) any requirements as to delivery under these Terms include delivery in the form of an Electronic Record;
- (e) any requirements as to execution or signature under these Terms can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Act; and
- (f) sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

B. Appointment of CNFS

3. With effect from the Commencement Date, CNFS shall provide at its address in the Cayman Islands the registered office of the Company and shall perform the services set out in Schedule 1 to these Terms, in each case in accordance with these Terms. The Company's use of CNFS's services shall be deemed and constitutes the Company's acceptance of these Terms.

C. Documents and Information to be Supplied by the Company

4. If the Company was not incorporated by CNFS, then the Company shall promptly forward to CNFS originals, duplicate originals or photocopies as signed, of the following together with attachments (if any), the Constatting Documents and any amendments, additions or alterations effected from time to time, plus;

- (a) where CNFS has agreed to prepare and update the register of Members, any subscription documentation or equivalent executed by Members in relation to their admission to the Company;
- (b) any offering material (howsoever called) published in connection with the offering of interests in the Company;
- (c) notices and minutes of the Board of Directors and Members' meetings (including committee

and class meetings);

- (d) written resolutions or consents passed by the Board of Directors or Members (including committee and class resolutions or consents);
- (e) any notices containing required particulars of registrable persons relating to the maintenance of the Company's beneficial ownership register;
- (f) powers of attorney or other documents (howsoever called) conferring authority on one or more persons to act on behalf of the Company;
- (g) documentation (photocopies not originals) executed by the Company constituting a mortgage, charge or other security interest (howsoever called) over any of its property;
- (h) financial statements prepared in relation to the Company (if any);
- (i) confirmation that the Company complies and will comply with all laws in any jurisdiction that applies to it.

5. The Company shall provide the following promptly on request from time to time by CNFS:

- (a) a written explanation of the nature of the Company's business and source of funds and an indication of actual and expected turnover;
- (b) evidence satisfactory to CNFS of (A) the identity of, and references in relation to: (i) each of the Members holding not less than a 10% interest in the Company or with principal control over the Company's assets; (ii) each of the AML BOs, relevant legal entities and registrable persons of the Company; (iii) the members of the Board of Directors; and (iv) any person (or persons) on whose instructions CNFS may act in relation to the Company; and
- (c) such other information and documentation as CNFS may from time to time reasonably require in relation to the Company, its directors, Members, AML BOs (or additional matters to be noted in the Company's beneficial ownership register), to establish and maintain a beneficial ownership register or activities including in relation to the steps taken pursuant to the paragraph below.

6. Where a Company has been transferred to CNFS, all documents provided by the Company's previous corporate services provider will be accepted by CNFS as current, and CNFS is under no obligation to review or update any documents provided by the Company's previous corporate services provider.

7. The Company shall without delay notify CNFS in writing if:

- (a) it knows or has reasonable cause to believe that any of the information provided to CNFS under the terms of this Agreement has changed, including but not limited to any change of Director, Officer, Member, or AML BO of the Company, or the business of the Company;
- (b) it knows or has reasonable cause to believe that any Director, Officer, Member, or AML BO of the Company is or becomes a politically exposed person; or
- (c) it knows or has reasonable cause to believe that the Company or any Member, Director, Officer, or AML BO of the Company is subject to or affected by applicable sanctions or other restrictions.

8. Unless otherwise instructed in writing by the Company, CNFS or any officer, employee or agent of CNFS shall prepare, execute as authorised signatory of the Company and file, on behalf of the

Company, the Annual Return and List of Members to the Registrar pursuant to the Companies Act. The Company hereby authorises CNFS and any officer, employee or agent of CNFS to prepare, execute as authorised signatory of the Company and file, on behalf of the Company, the Annual Return and List of Members and in connection therewith, and unless CNFS has otherwise been notified in writing, represents and warrants that:

- (a) there have been no amendments to the Articles since the last Annual Return and List of Members or since the date of incorporation of the Company, as the case may be, of which CNFS has not been made aware;
 - (b) there are no bearer shares in the authorised capital of the Company; and
 - (c) since the last Annual Return and List of Members or since the date of incorporation of the Company, as the case may be, the Company has complied with the provisions of the Companies Act and the Local Control Act.
9. In connection with the preparation, execution and annual filings by CNFS on the Company's behalf each year, CNFS shall be entitled to continuously rely on the above representations except and until it has received written notice from the Company that such representations are no longer true or accurate.

D. Remuneration

10. Where CNFS registers or incorporates the Company, CNFS shall be entitled to receive a registration fee payable promptly when invoiced in accordance with the Fee Schedule in effect as at the Commencement Date.
11. CNFS shall be entitled to receive a non-refundable fee for the provision of the registered office of the Company payable in advance by 1 January in each year in accordance with the Fee Schedule in effect at the time when the relevant fee is invoiced. Such fee will be pro-rated (on a monthly basis) in the initial calendar year of these Terms but not thereafter.
12. The Company shall pay the fees for the provision of the other services set out in Schedule 1 to these Terms and other fees as set out in the Fee Schedule promptly when invoiced in accordance with the Fee Schedule in effect at the time of provision of such services.
13. CNFS shall be entitled to recover from the Company all expenses and disbursements (including, but not limited to, filing and registration fees paid to the Registrar, charges for messengers and couriers, and other disbursements (where attributable to the Company's special needs), including legal fees, properly incurred or paid by CNFS on behalf of the Company or otherwise in the performance of its services under these Terms. Further details of the rates and manner in which CNFS charges for these costs is available on request.
14. The Company shall also pay CNFS the applicable fee as set out in the Fee Schedule and any expenses and disbursements incurred as a consequence of responding to any notices or requests for information under the Act in relation to the beneficial ownership register or responding to queries in respect to it however so arising.
15. If CNFS is requested to undertake any services not covered in these Terms it shall inform the Company that such services are not covered by these Terms and, if CNFS agrees to provide such services, unless otherwise agreed, it shall charge the then applicable fixed rate for such service or, if inapplicable or higher, the then applicable time charges incurred by CNFS in carrying out such services.
16. All fees, expenses and disbursements payable to CNFS pursuant to these Terms shall be paid net of any taxes or surcharges.

17. CNFS may charge interest in the event that an invoice remains unpaid for a period of more than 30 days after receipt calculated at the rate that is 2% per annum above the Cayman National Bank USD Prime rate at the relevant times until payment in full of the invoice.
18. The Company will be liable for all legal, enforcement, or collection costs incurred by CNFS in collecting any unpaid invoices payable by the Company.

E. Termination

19. CNFS shall be entitled to terminate its appointment under these Terms:
 - (a) by giving not less than three (3) months' written notice to the Company;
 - (b) by giving not less than thirty (30) days' written notice to the Company if the Company: (i) commits any breach of its obligations under these Terms and shall have failed to make good such breach within thirty (30) days of receipt of notice served by CNFS requiring it to do so; and/or (ii) fails to perform its obligations to provide CNFS with the required particulars of registrable for its beneficial ownership register or any subsequent changes and shall have failed to make good such failure following receipt of a notice served by CNFS.
 - (c) by giving not less than seven (7) days' written notice to the Company if the Company: (i) is in material breach of any regulatory law applicable to it or is subject to any international financial sanction or is otherwise designated as a person with whom CNFS is prohibited from dealing; or (ii) makes a statement to CNFS which is false, deceptive or misleading in respect of any material particular of a registrable person entered on its beneficial ownership register (including but not limited to failing to identify a registrable person).
20. The Company may terminate the appointment of CNFS under these Terms:
 - (a) by giving not less than three (3) months' written notice to CNFS; or
 - (b) by giving not less than thirty (30) days' written notice to CNFS if CNFS commits any breach of its obligations under these Terms and shall have failed to make good such breach within thirty (30) days of receipt of notice served by the Company requiring it to do so.
21. A termination of the appointment of CNFS under the provisions above shall be without prejudice to any pre-existing liability of the parties to these Terms. CNFS shall be entitled to receive all fees, expenses and disbursements accrued due up to the date of such termination, whether under these Terms or otherwise.
22. On the termination of its appointment under these Terms and upon payment by or on behalf of the Company of any outstanding fees, costs and expenses due to CNFS or to another member of the Cayman National Group, CNFS shall deliver or procure to be delivered to the Company, or as the Company may direct, the registers, minute book and other corporate records of the Company which are in its possession or under its control.
23. The Company shall, on the termination of the appointment of CNFS under these Terms, if still in existence, procure that all necessary steps are taken by the Company to transfer the registered office of the Company to an alternative location and CNFS shall be entitled to serve notice on the Registrar advising that it is no longer providing the registered office to the Company.

F. No Unlawful Activity

24. The Company shall, for the benefit of CNFS and any other relevant members of the Cayman National Group, take all reasonable steps to satisfy itself that all capitalisation monies and other funds passing through the Company do not represent the proceeds of, and that it does not engage in, any unlawful activity. CNFS may refuse to perform any or all of its obligations under these Terms if it determines, in its sole and unfettered discretion, that to do so would constitute a criminal or regulatory offence in the Cayman Islands or would otherwise contravene a law of the Cayman Islands.

G. Legal Action

25. CNFS shall not be required to take any legal action on behalf of the Company other than as may be expressly agreed in writing. In no circumstances shall CNFS take any such action unless it and its directors, officers, authorised signatories, employees and affiliates are fully indemnified and remunerated to their reasonable satisfaction for costs and liabilities.
26. The Company shall promptly notify CNFS of any threatened, pending or actual litigation against it in any jurisdiction and any action, petition or other steps (whether court-related or not) which is proposed or has been taken in respect of its winding-up, arrangement with creditors, insolvency, reorganisation or analogous procedure, in each case in respect of which its Directors, Officers, or other authorised persons have actual notice or knowledge.

H. Instructions and Reliance

27. In performing its duties CNFS shall be entitled to rely upon instructions given by, or purporting to be given by a director, an officer or an authorised signatory of the Company or by any legal adviser or administrator appointed by the Company. In particular, but without limitation, CNFS may rely on instructions given by any such persons to appoint, name or designate a person as a director and update the Company's register of Directors accordingly as instructions given with the agreement of the person to be appointed, named or designated, without requiring any independent enquiry by CNFS.
28. The Company has sole responsibility for the management of its tax and legal affairs including making any applicable filings and payments, complying with any applicable laws and regulations and fulfilling all reporting and declaration obligations in any jurisdiction. CNFS does not provide legal or tax advice. CNFS recommends that the Company, its Directors, Officers, Members, and AML BOs obtain their own independent advice as to the fiscal consequences of incorporating and maintaining the Company. Such advice should be updated on a regular basis especially if any circumstances change.
29. If an administrator, receiver, liquidator, administrative receiver, provisional liquidator or similar agent is appointed in relation to the Company, or any attempt by any person to enforce a charge over shares of the Company (an "**Appointment**"), the Company agrees that CNFS may in its absolute discretion:
 - (a) at the Company's expense obtain and rely on advice from a reputable qualified lawyer in any relevant jurisdiction as to the powers of such person;
 - (b) comply with any requirements or requests of such person which it reasonably believes to be binding on it; and
 - (c) exercise its right to rely on instructions of an agent appointed under a security document.
30. CNFS shall inform the Company of any Appointment as soon as reasonably practicable after it becomes aware of such Appointment.

I. Responsibility, Limitation of Liability, Indemnity and Release

31. CNFS shall not be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Company or any other person at any time from any cause whatsoever arising out of or in connection with these Terms or related to the performance or non-performance of the services provided under these Terms unless arising directly as a result of CNFS's actual fraud or wilful default or that of any of its directors, officers, employees or agents (as the case may be).
32. CNFS shall have no liability to the Company for any consequences of any late filings and registrations unless information, fees, and instruction from the Company has been received by CNFS at least 10 business days in advance of the relevant filing and registration deadline (or such other time period as an authorised representative of CNFS may agree in writing with respect to a particular filing or class of filings).
33. The Company shall indemnify (on a full indemnity basis) and hold harmless CNFS, their successors and assigns and their respective directors, officers, employees, agents and partners (collectively, the "Indemnified Persons") and each of them, as the case may be, against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) whatsoever which they or any of them may incur or be subject to in consequence of these Terms or as a result of the performance of these Terms or as a result of the performance of the services under these Terms except and to the extent that the same are as a result of the actual fraud or wilful default of the relevant Indemnified Person and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future. No person shall be found to have committed actual fraud or wilful default under these Terms unless or until a court of the Cayman Islands has reached a final non-appealable determination to that effect.
34. CNFS shall not be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for (i) any consequential, indirect or special loss; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with these Terms in each case whether or not CNFS has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt CNFS shall not be so liable for any loss of goodwill or reputation.
35. This Responsibility, Limitation of Liability, Indemnity and Release provision shall survive termination of these Terms.

J. Force Majeure

36. CNFS shall not be held liable for any delay or failure to fulfil its obligations under these Terms as a result of causes beyond its reasonable control. Such causes include, but are not limited to, fire, floods, hurricanes, pandemics, tropical storms, typhoons, acts of God, acts and regulations of any governmental or supranational authority, wars, riots, strikes, lock-outs and industrial disputes.

K. Services Non-Exclusive

37. CNFS may provide services of a like nature to any other person or persons it may think fit whether for its own account or that of any other person.

L. Data Protection and Records

38. In providing the services and otherwise fulfilling its obligations under these Terms, CNFS may from

time to time be required to process information which: (i) constitutes "personal data" as defined in section 2 of the Data Protection Act (As Revised) of the Cayman Islands ("**DPA**"); and (ii) is disclosed to or otherwise made available to CNFS by or on behalf of the Company ("**Relevant Personal Data**"). The Company acknowledges and agrees that CNFS may process the Relevant Personal Data in accordance with the applicable data protection laws (including DPA) and CNFS's privacy notice (available at www.caymannational.com or upon request).

M. Confidentiality

39. Neither the Company nor CNFS (together, the "**Parties**" and each a "**Party**") shall, at any time, disclose to any other person and shall treat as confidential, any information relating to the business, finances or other matters of the other Party, which such Party has obtained as a result of its relationship with the other Party under these Terms, save where the information is or was:
- (a) already known to the recipient from a source other than the other Party without any obligation of confidentiality;
 - (b) in the public domain or becomes public knowledge otherwise than as a result of the unauthorised or improper conduct of the disclosing Party;
 - (c) disclosed as required by any law (including, but not limited to, information on the beneficial ownership register) or order of any court, tribunal or judicial equivalent, or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental, supervisory or other regulatory agency or taxation authority that has jurisdiction over the Party, provided that, if legally permissible, the recipient will promptly inform the other Party of any such order, direction, request or requirement prior to disclosing any information;
 - (d) disclosed for legitimate business purposes to directors, affiliates, professional advisors, service providers or agents, engaged by one of the Parties, who receive the same under a duty of confidentiality;
 - (e) made available by a third party who is/was entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other Party; or
 - (f) disclosed with the consent of the other Party.
40. The Parties shall ensure, and it is deemed to be understood and relied upon, that any confidential information provided to the other Party in relation to any person of the disclosing Party is and has been provided with the consent and acceptance of the relevant person.
41. This Confidentiality provision does not prohibit CNFS from disclosing information within the Cayman National Group for legitimate business purposes (subject to any such recipients of confidential information keeping it confidential in accordance with these Terms).

N. Anti-bribery

42. CNFS has policies and procedures in place relating to bribery and corruption. CNFS will not on the Company's behalf or otherwise: (a) make any payment, offer or promise to pay money or anything of value to any public official for the purpose of influencing the act or decision of, or for securing an improper advantage from such public official; or (b) make any payment, offer or promise to pay money or anything of value to any other person or entity if such payment, offer or promise is made for the purpose of influencing or securing any improper advantage; or (c) undertake any activities which will result in a contravention of the Anti-Corruption Act (As Revised) of the Cayman Islands or any other anti-bribery legislation applicable to CNFS.

O. Third Party Rights

43. A person who is not a party to these Terms may not, in its own right or otherwise, enforce any term of these Terms except that the Indemnified Persons and any Delegate may, in their own right, enforce their rights pursuant to the Responsibility, Limitation of Liability, Indemnity and Release provision and the Miscellaneous provision of these Terms subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised) of the Cayman Islands.
44. Notwithstanding any other term of these Terms, the consent of any person who is not a party to these Terms (including, without limitation, any Indemnified Person or Delegate) is not required for any amendment to, or variation, release, rescission or termination of these Terms.
45. This Third Party Rights provision shall survive termination of these Terms.

P. Notices

46. Any notices to be given under these Terms shall be sufficiently given if sent by hand, pre-paid courier, or email and shall be deemed to be received (in the case of email) at 10.00 a.m. on the next business day in the place of receipt following dispatch; or (in the case of by hand or by courier), five (5) days after the dispatch thereof and shall be sent:
 - (a) in the case of CNFS, to its address specified against its name in the Interpretation provision above (marked for the attention of the President of CNFS) or by e-mail to [insert email];
 - (b) in the case of the Company, to such correspondence address or email address as specified by the Company to CNFS in writing on or about the Commencement Date;
 - (c) to such other correspondence address or email address or for the attention of such other person as may from time to time be notified by one party to the other party by notice given in accordance with the provisions of these Terms; and
 - (d) in the absence of any address specified or notified pursuant to (b) and (c) above, to such other address as CNFS in its sole and absolute discretion considers appropriate.

Q. Severance

47. If any provision of these Terms shall be found by any court or arbitrator to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.
48. If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid..

R. Variation and Delegation

49. The Company acknowledges and agrees that CNFS may, in its sole discretion, at any time and from time to time change, alter, adapt, add or remove portions of these Terms (including the Fee Schedule), with at least 30 days written notice. The Company's continued use of CNFS's services following any such change shall be deemed and constitutes the Company's acceptance of those changes and the Company acknowledges and agrees to be bound by the current version of these Terms at all times and that unless stated in the current version of these Terms all previous versions shall be superseded by the current version.
50. These Terms may not be assigned by either party without the written consent of the other.

51. CNFS may, at its own expense, delegate all or any of the services on its part to be performed under these Terms. At all times, CNFS shall remain solely responsible to the Company for the provision of the services.

S. Arbitration and Waiver of Legal Proceedings

52. All claims, disputes and controversies arising out of or in connection with these Terms, may, at CNFS's option, be subject to binding arbitration to be held in the Cayman Islands before a retired judge or senior lawyer to be agreed upon between the parties or in the absence of such agreement to be appointed by the President of the Cayman Islands Legal Practitioners Association or the President of any successor self-regulatory association for Cayman Islands attorneys. The arbitration will be conducted in English and in accordance with the London Court of International Arbitration Rules. The arbitrator's award shall be final and binding and may be entered in or enforced by any competent court. If court action (including any kind of claim, suit or proceeding) has been initiated by the Company against CNFS at or prior to the time CNFS elects to refer the issue to arbitration as provided for under these Terms, then it is agreed that such action shall be discontinued, unless any arbitrator appointed determines that CNFS has waived the right to such a discontinuance by participating in the action without having raised, reserved or asserted its rights under this provision.

T. Entire Agreement

53. These Terms supersede all previous agreements between the Company and CNFS for the provision of registered office services and the services set out in Schedule 1 to these Terms to the Company. These Terms set out the entire agreement and understanding between the parties relating to its subject matter.

U. Proper Law and Jurisdiction, Complaints

54. Complaints about any aspect of the service being provided under these Terms, should be raised with the President of CNFS.

55. These Terms and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to them or their formation (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

56. Subject to the Arbitration and Waiver of Legal Proceedings provision set out above, each of the parties to these Terms irrevocably agrees that the courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with these Terms, and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

ALL OF WHICH IS AGREED by:

For and on behalf of
CAYMAN NATIONAL FUND SERVICES LTD.

For and on behalf of
[Name of Company]

Name:
Title:
Date:

Name:
Title:
Date:

SCHEDULE 1
SERVICES PROVIDED

Cayman National Fund Services Ltd. shall provide the registered office of the Company in the Cayman Islands and in consequence Cayman National Fund Services Ltd shall:

- (a) maintain the minute book, statutory registers and other corporate records of the Company and to make all necessary returns to the Registrar of Companies (the "Registrar") pursuant to the Companies Act (as amended) of the Cayman Islands (and as it may be amended from time to time) (the "Act");
- (b) provide the services of Secretary to the Company and also to make available such members of its staff on a non-exclusive basis as may be necessary to efficiently carry out its duties hereunder;
- (c) to execute and file, on behalf of the Company (without any further authorisation by the Company) Annual Returns and annual Economic Substance Filings to the Registrar;
- (d) maintain the registered office of the Company at the offices of Cayman National Fund Services Ltd set out above and to make available within such offices such non-exclusive space as may be necessary to efficiently carry out its duties hereunder;
- (e) as Secretary, convene meetings of the Board of Directors and of the members of the Company from time to time as may be required under the laws of the Cayman Islands, to give notices of any such meetings and to prepare, circulate and publish the agenda for any such meetings and any papers to be considered thereat;
- (f) as Secretary, attend at all meetings in the Cayman Islands of the Board of Directors and members of the Company and to take minutes of all proceedings thereat;
- (g) supply promptly to the Company all information, documents and notices relating to the Company, including without limitation all notices of any meetings, and the obligation to supply the same shall be discharged by delivering, mailing, or e-mailing such documents to such other person at such address as may from time to time be notified by the Company in writing to Cayman National Fund Services Ltd;
- (h) reasonably keep the Company informed of all matters necessary to maintain the Company in good standing under the laws of the Cayman Islands; and
- (i) provide such additional services as may be agreed from time to time in writing between the Company and Cayman National Fund Services Ltd.