

COMPANY

Information Form

Trident Trust Company (BVI) Ltd
Trident Chambers, Wickhams Cay
PO Box 146
Road Town, Tortola
British Virgin Islands
Tel +1-284-494-2434
Fax +1-284-494-3754
bvi@tridenttrust.com

It is a legal requirement for us to obtain the information and support documentation requested in this form prior to commencing a formal relationship with you as a client. All information and support documentation will be held in the strictest confidence. This form should be read in conjunction with our Standard Terms of Business and by executing this form you are deemed to have accepted our Standard Terms of Business.

SERVICES REQUIRED

Please indicate below by checking the appropriate box

- New company incorporation with no other services (all sections to be completed, except section C)
- New company incorporation with director services (all sections to be completed)
- New company incorporation with trustee services (all sections to be completed)
Name of trust _____
- New company incorporation with director and trustee services (all sections to be completed)
Name of trust _____
- Transfer or continuation of an existing company (proceed to page 4)
Name of company _____
- File updates for an existing company (proceed to page 4)
Name of company _____

PART A**PROPOSED NAME**

Please list at least three alternatives in order of preference, alternatively list shelf company names in order of preference.

1. CANDEE INVESTMENTS LIMITED _____

2. _____

3. _____

OBJECTS OF THE COMPANY

Objects Clause to be included in the company's Memorandum of Association. Select one.

- Short Form General
This clause is used by most companies and permits the company to participate in any activity not prohibited under any law for the time being in force in the British Virgin Islands.
- Long Form General Trading
- Long Form General Investment and Holding

Please confirm that the company will not:

- Carry on banking business unless licenced under the BVI Banks and Trust Companies Act Confirmed
- Carry on business as an insurance or reinsurance company Confirmed
- Provide the registered office for companies Confirmed
- Engage in mutual funds business unless licenced to do so under the Securities and Investment Business Companies Act Confirmed

SHARES

The government license fee is determined by the number of shares a company has the ability to issue. The standard number of shares is 50,000. Local government fees are higher where the company has the ability to issue in excess of 50,000 shares. Unless otherwise instructed we will form the company with the standard number of shares.

If you do not wish for the standard number of shares,
please state alternative number of shares to be authorised

Currency in which shares are to be issued **USD**

If other, please specify currency

Shares to be authorised at no par value **No**

If no, state par value per share **1**

One class of shares to be authorised **Yes**

If no, please attach a separate schedule describing classes of shares

SHAREHOLDERS

A British Virgin Islands Business Company ("BVIBC") must have a minimum of one shareholder. Shareholders may be individual or corporate. Please attach a separate page if there is not enough space below to indicate your requirements.

Please Note: Our standard BVIBC Memorandum and Articles of Association does not permit the company to issue bearer shares. Please confirm if the company is to have the right to issue bearer shares to ensure the inclusion of the appropriate provisions.

Bearer shares must be held in custody by a qualified or recognised custodian, such as Trident Trust Company (BVI) Ltd ("Trident Trust BVI"). A higher government fee (\$1,100) is payable by companies which have the right to issue bearer shares.

Please select one of the following options:

- Registered Shares** (shares issued in the name of the owner/s). If you want Trident Trust BVI to prepare the share certificates, please indicate below the number of shares to be issued and the name of the shareholder.
- Registered Shares of Joint Tenancy with the Right of Survivorship** (Joint tenancy is a form of ownership by two or more individuals together. It differs from other types of co-ownership as the surviving joint tenant automatically becomes the owner of the whole property upon the death of the other joint tenant. This is called "right of survivorship". Shares may be registered in the name of several shareholders and, in the event of death, the right of the deceased shareholder will be automatically assumed by the surviving ones.)
- Bearer Shares** (BVI legislation requires that they be placed in the custody of an approved custodian, such as Trident Trust BVI. Additional information on incorporating a BVIBC with bearer shares including the additional fees is available from your Trident representative.)
- Trident Shareholder and Trustee Services** (Shares can be held in a nominee form for and on behalf of the beneficial owners under a nominee shareholder agreement or by a Trustee under the terms of a trust deed. Please indicate your preference here and we will provide you with more information.)

Complete the information required below.

Cert. #1

Name of Shareholder/Corporation

1. Aronov Aharon Eliezer

2.

Principal Residential Address of Individual or Registered Office Address of Corporation

Beni Berman street

City Netanya

State

Postal Code 4249327

Country Israel

Nationality Israel

Country of Birth or Incorporation Russian Federation

Number of Shares 1000

Cert. #2

Name of Shareholder/Corporation

1.

2.

Principal Residential Address of Individual or Registered Office Address of Corporation

City

State

Postal Code

Country

Nationality

Country of Birth or Incorporation

Number of Shares

DIRECTORS

- A minimum of one director is required. Directors may be individual or corporate.
- Please note that directors must consent to their appointment and, if they are an individual, be at least eighteen years old.
- Where an individual is the sole member and also the sole director then that sole member/director may nominate a reserve director to act in place of the sole director upon his/her death. A reserve director must consent to their appointment in writing.

Please confirm if Trident is to provide director services and, if so, proceed to next section. Confirmed

Director 1

Name of Individual/Corporation

DURHAM TRADE & INVEST LIMITED

Principal Residential Address of Individual or Registered Office Address of Corporation

Trident Chambers, P.O.Box 146, Road Town, Tortola, British Virgin Islands

City State Postal Code Country

Phone Email

Nationality Country of Birth or Incorporation

Date of Birth or Incorporation (dd/mm/yyyy) **30/01/2007**

Passport/Registration Number **Reg # 1383090**

Country of Issue Expiry Date (dd/mm/yyyy)

Director 2

Name of Individual/Corporation

Principal Residential Address of Individual or Registered Office Address of Corporation

City State Postal Code Country

Phone Email

Nationality Country of Birth or Incorporation

Date of Birth or Incorporation (dd/mm/yyyy)

Passport/Registration Number

Country of Issue Expiry Date (dd/mm/yyyy)

Director 3

 Name of Individual/Corporation

 Principal Residential Address of Individual or Registered Office Address of Corporation

City	State	Postal Code	Country
Phone		Email	
Nationality		Country of Birth or Incorporation	
Date of Birth or Incorporation (dd/mm/yyyy)			
Passport/Registration Number			
Country of Issue		Expiry Date (dd/mm/yyyy)	

Reserve Director (optional)

- Only permitted where the same individual is the sole director and sole shareholder.

 Name of Individual

 Principal Residential Address

City	State	Postal Code	Country
Phone		Email	
Nationality		Country of Birth	
Date of Birth (dd/mm/yyyy)			

In respect of each director, please provide the following documentation. (Please see Guidance Notes for an explanation of the items required.)

Individual

- A certified copy of a valid passport, including a clear photograph (see Appendix A for certification requirements)
- Proof of permanent residential address
- A professional reference letter (only required when Trident Trust BVI is providing trustee, nominee shareholder and/or bearer share services)
- Completed and signed declaration in Part C (only required when Trident Trust BVI is providing trustee, nominee shareholder and/or bearer share services)
- Completed and signed Self-Certification of Taxpayer Status Form (provided separately and only required when Trident Trust BVI is providing trustee, nominee shareholder and/or bearer share services)

Corporate Entities

- Please see listing in Guidance Notes

LOCAL REGISTERED OFFICE & AGENT

It is a statutory requirement that all BVIBCs have a local registered office and registered agent. Unless otherwise instructed, Trident Trust BVI will arrange for both services to be provided.

- The registered agent/office is to be provided with an updated, certified copy of the register of members and register of directors as required by the BVIBC Act and whenever there are changes. (See Appendix A for certification requirements.)
- When the registers change, due diligence must be provided for new directors and shareholders/beneficial owners owning 10% or more of the company. In accordance with the BVIBC Act, the registered agent/office must be notified within 15 days in writing of any change in the register of directors or register of members.
- The registered agent/office is to be provided with a certified copy of the register of charges.
- The registered agent/office is to be provided with copies of all notices and other documents filed by the company at the companies registry.

Please confirm the above will be provided as required.

Confirmed

RECORD-KEEPING REQUIREMENTS

The BVIBC Act stipulates that a company must maintain records and underlying documentation for a minimum of five years from the commencement or termination of a transaction. Companies have a statutory obligation to keep records that are sufficient to show and explain a company's transactions. The records must enable the financial position of the company to be determined with reasonable accuracy. The definition of records and underlying documentation includes the accounts of the company. Although the requirement to keep "accounts" does not mean that BVI Business Companies have an obligation to produce and maintain financial statements, it does mean they are required to keep "accounting records". The detail of this requirement and others in the new rules are explained in our FAQ on the regulations which is available on request.

Where documentation is kept outside the BVI, the company must confirm in writing to its BVI registered agent the physical address where the records (including financial records) are kept and of any changes in their location. This also applies to the minutes of meetings and resolutions of the members and directors which are not kept at the registered office.

Please provide the physical address where the records will be kept.

Trehprudniy pereulok 9 bld.2

City **Moscow**

State

Postal Code **123001**

Country **Russian Federation**

COMPANY SECRETARIAL SERVICES (OPTIONAL)

Please check the box if company secretarial services are required.

PURPOSE OF THE COMPANY

Please indicate the purpose for which the company is required from the selection below

- Own Vessel
- Own Aircraft
- Own Real Estate
- Own Bank Account/Investment Portfolio

Name of Institution

Address of Institution

City State Postal Code Country

- Hold Trust Assets
- Trust Name
- Investment Vehicle (hold shares in other companies, intellectual property, etc.)
- Other (please provide details below)

Holding company

Please describe/identify the asset(s) that will be held by the company and their value.

Cyprus company

Please provide a detailed description of the company's proposed business activities.

Please indicate where the activities of the company will take place. (Refer to reference list of countries on page 19 for assistance.)

- Jurisdiction not on the FATF grey or black lists
- FATF grey-listed jurisdiction
- FATF black-listed jurisdiction

Please provide the reason for the transfer of the company (where applicable).

Please provide the reason for the continuation of the company (where applicable).

SOURCE OF FUNDS

From what source or sources have the funds to be introduced into the company been derived? (How did you acquire the assets that will be held by the company?)

- Salary/Personal Earnings (Please provide details of employment/earnings below.)
- Loan (Please indicate name of bank below.)
- Inheritance (Please indicate how funds inherited were derived prior to inheritance.)
- Sale of Assets (Please provide details of assets sold below.)
- Spousal Support (Please provide details of spouses employment/earnings below.)
- Other (Please provide a clear and self-explanatory description below.)

general manager in "Spark Investements Ltd"

Are there any related companies/trusts created by the client?

No

CORRESPONDENT/CONTACT INFORMATION

The Correspondent will be our main contact person for the company and he/she shall be authorized to give instructions on any matter related with it, and regular correspondence, invoices and account statements will be mailed to this person at this address.

Name of Contact Person

Julia Grevtsova

Name of Professional Organisation

Essex Offshore Management

Address

123001, Trehprudny Pereulok 9, Building 2

City Moscow

State

Postal Code

Country Russian Federation

Phone +74956484267

Fax

Ema ██████████a@essexom.co.uk

Please detail below how you were referred to Trident.

PART B

ULTIMATE BENEFICIAL OWNER INFORMATION

- Please complete a separate page for each ultimate shareholder/beneficial owner holding or owning 10% or more of the company.
- If the beneficial owner(s) differs from the named individual or corporation on the share certificate, please provide a certified copy of the nominee or shareholders agreement.

Are trustee services being provided by Trident Trust BVI?

If yes, parts B and C of this form are not required and a separate Trust Information Form will need to be completed.

Name

Aronov Aharon Eliezer

Principal Residential Address

Beni Berman street

City **Netanya** State Postal Code **4249327** Country **Israel**

Mailing Address (if applicable and different from above)

City State Postal Code Country

Telephone Number (at principal residential address)

Further Contact Numbers (if required)

Work

Mobile **+972**

Fax

Email Home **1@mail.ru** Work

Occupation **general manager in "Spark Investements Ltd"**

Date of Birth (dd/mm/yyyy) Country of Birth **Russian Federation**

Nationality (#1) **Israel** Nationality (#2)

Nationality (list any others)

Passport Number

Country of Issue **Israel** Expiry Date (dd/mm/yyyy)

Tax Residence Status **Israel**

Has tax advice and legal advice been provided in relation to the set up of the BVI company? **Yes**

If yes, please provide the following details

Name of Advisor **Olga Gutina**

Name of Firm **Essex Offshore Management**

Phone **+74956484267**

Email **[REDACTED]@essexom.co.uk**

Politically Exposed Persons

Please confirm whether the Ultimate Beneficial Owner or any immediate family member is, or at any time has been, a Politically Exposed Person – such as government officials, senior politicians, senior executives of state owned companies and their immediate family members or close associates. **No**

If yes, please provide details

In respect of each beneficial owner, please provide the following documentation. (Please see Guidance Notes for an explanation of the items required.)

- A certified copy of a valid passport, including a clear photograph (see Appendix A for certification requirements)
- Certified proof of permanent residential address
- A professional reference letter (only required where Trident Trust BVI is providing director, nominee, shareholder or bearer share services, or when enhanced due diligence is required)
- Completed and signed Declaration of Solvency (see Part C – only required when Trident Trust BVI is providing director, nominee shareholder and/or bearer share services)
- Completed and signed Self-Certification of Taxpayer Status Form (provided separately and only required when Trident Trust BVI is providing director, nominee shareholder and/or bearer share services)

If Ultimate Beneficial Owner is a trust, please see documentation requirements in Guidance Notes.

If Ultimate Beneficial Owner is a corporate entity, please see documentation requirements in Guidance Notes.

PART C**DECLARATION OF SOLVENCY**

_____, 20____

Trident Trust Company (BVI) Ltd
PO Box 146
Road Town, Tortola
British Virgin Islands

I hereby declare and confirm as follows:

- 1 I am not at present under any investigation of any nature, and that I am not involved in any administrative proceedings;
- 2 No event has occurred which I have reason to believe will result in a claim being made against me by any third party;
- 3 Following any subsequent transfers to the company with respect to which this declaration is being made, I intend to remain solvent, and able to pay any reasonably anticipated debts or claims against me as they become due; and
- 4 I have read and understand the attached Money Laundering Control Memorandum and represent that none of the assets which I have or may transfer to the company with respect to which this declaration is made have been derived from any of the activities specified in such Memorandum.

(Signature)_____
Name

The undersigned, _____, being the
of _____, does hereby certify that the above is a true and correct signature of

Dated this _____ day of __________
By
(Signature)_____
Name_____
Title/Capacity_____
Contact Details

MONEY LAUNDERING CONTROL MEMORANDUM

The specified activities consist of drug-trafficking offenses, financial misconduct and the other specified activities described below.

Drug-trafficking offenses include the manufacture, importation, sale, or distribution of controlled substances, the commission of acts constituting a continuing criminal enterprise in respect of the crime of drug trafficking and the transportation of drug paraphernalia.

Financial misconduct includes the concealment of assets from a receiver, custodian, trustee, marshal, or other officer of the court, from creditors in a bankruptcy proceeding; the making of a fraudulent conveyance in contemplation of a bankruptcy proceeding or with the intent to defeat any bankruptcy law; the giving of false oaths or claims in relation to a bankruptcy proceeding; bribery; the giving of commissions or gifts for the procurement of loans; theft, embezzlement, or misapplication of bank funds or funds of other lending, credit, or insurance institutions; the making of fraudulent bank or credit institution entries or loan or credit applications; and mail, wire, or bank fraud or bank or postal robbery or theft.

Other specified activities include counterfeiting, espionage, kidnapping or hostage-taking, copyright infringement, entry of goods by means of false statements, smuggling, removing goods from the custody of Customs officials, illegally exporting arms.

GUIDANCE NOTES

Certified Copy Passport

A certified copy of the Relevant Individual's valid passport is required (photograph and signature pages). Certification must be by a suitable person such as a lawyer or accountant, a director or manager of a regulated credit or financial institution, a notary public, a member of the judiciary, a senior civil servant or a serving Police Officer.

The certifier should legibly sign the copy document and clearly indicate his capacity or position on it and, in the case of a passport, must state that the photograph bears a true likeness of the Relevant Individual. Please note that all copy documents provided to us should be clearly legible, particularly those documents containing photographs and signatures. **If the individual has more than one passport, certified copies of each must be provided.** (See Appendix A.)

Certified Proof of Address

This requirement may be fulfilled by providing a recent utility bill (less than 3 months); current year local tax authority bill; current photocard driving licence (provided it contains the Relevant Individual's residential address); bank, building society or credit union statement or passbook containing the current residential address; most recent original mortgage statement from a recognised lender; or a professional reference letter stating the residential address. Any copy document provided must be certified by either a lawyer, banker or other regulated person and must be legible. (See Appendix A.)

Professional Reference

A reference from a respected independent professional who knows the individual (for example a lawyer, accountant or a director/manager of a regulated institution). The reference should state the full name, full residential address, date of birth and length of time the referee has known the individual (should not be less than one year). The letter should be addressed to Trident Trust Company (BVI) Limited and dated not older than three months.

Certification of Registers

Please see Appendix A.

Corporate Entity Due Diligence Requirements

- Certified copy of its Certificate of Incorporation
- Certified copy of its Memorandum and Articles of Association
- Certified copy of its registers of directors, officers and members
- A statement signed by a director of the company confirming the principal place of business, business activities and the registered agent/registered office address in country of incorporation
- Entity classification confirmation from a director of the company for Foreign Account Tax Compliance Act ("FATCA") reporting purposes (*only required when Trident Trust BVI is providing director, nominee shareholder and/or bearer share services*)
- Organization chart certified by a director showing the percentage of shareholdings owned by each intermediate company up to the level of the ultimate shareholder/beneficial owner for multi-layer corporate shareholding structures
- Authorised signatory list
- For listed companies, only the name of the relevant stock exchange and stock code is required, together with an organisational chart

Trust Due Diligence Requirements

This documentation is only required when Trident Trust BVI is not providing these services.

- Certified copy of the trust deed specifying the name of trust, settlor, trustee and protector
- Certified copy passports for each of above
- Residential address proof for each of above
- Entity classification confirmation from the trustee for Foreign Account Tax Compliance Act ("FATCA") reporting purposes *(only required when Trident Trust BVI is providing director, nominee shareholder and/or bearer share services)*

Translation of Documents

Verification documents not in English must be accompanied with an official English translation. When any document is required to be filed, submitted or provided to the BVI Registrar, the person who made the translation must certify before a Notary Public or equivalent that the translation is an accurate translation of the document concerned and they have the necessary English competence to translate the document into English.

DECLARATION

I/we declare and affirm that the information provided herein is true and correct and that the assets to be introduced into the company are from lawful sources. If requested to do so, we will provide Trident with any further evidence of verification of the identity or activities of the Relevant Individual and will promptly inform Trident of any changes in the shareholding, directors, officers or beneficial owners of the company.

I/we have read and accept Trident's standard Terms of Business,
as attached to the back of this document.

Confirmed

Completed by

Name Aronov Aharon Eliezer

Title UBO

Signature _____

Date (dd/mm/yyyy) 03/11/2015

APPENDIX A**CERTIFICATION FOR PASSPORTS**

The undersigned, Julia Grevtsova, being the customer service manager
of Essex Offshore Management, does hereby certify that the holder of the passport issued
in the name of Aronov Aharon Eliezer, issued by State of Israel
with passport number [REDACTED] appeared before me and that the attached is a true
copy of the original and the photograph bears a true likeness of the individual named.

Dated this 03 day of November 2015

By _____

(Signature)

Name Julia Grevtsova

Title/Capacity manager

Contact Detail [REDACTED]a@essexom.co.uk

The certification must be made by one of following individuals:

- A judicial officer or a senior public officer, including a senior police officer, customs officer or immigration officer with responsibility within his or her organization for issuing certified documents (for example, a register responsible for deeds, land matters etc.)
- An officer of any embassy, consulate or high commission of the country of issue or documentary evidence of identity;
- A legal practitioner, medical practitioner, accountant or actuary who belongs to a recognized professional body with established rules of professional conduct;
- A notary public who is governed by established rules of professional conduct or statutory compliance measures;
- A director, manager, or senior officer of a licensed entity or of a branch or subsidiary of a group headquartered in a well-regulated jurisdiction that applies group standards to subsidiaries and branches worldwide and tests the application of and compliance with such standards.

CERTIFICATION FOR PROOF OF ADDRESS

The undersigned, Julia Grevtsova, being the customer service manager
of Essex Offshore Management, does hereby certify that the attached reference letter
date stamped 03 of November 20 15 is a complete and accurate copy of the original utility bill
of Aronov Aharon Eliezer and that such document serves to confirm the proof of address of the
individual named.

Dated this 03 day of November 2015

By _____
(Signature)

Name Julia Grevtsova

Title/Capacity manager

Contact Detail _____a@essexom.co.uk

The certification must be made by one of following individuals:

- A judicial officer or a senior public officer, including a senior police officer, customs officer or immigration officer with responsibility within his or her organization for issuing certified documents (for example, a register responsible for deeds, land matters etc.)
- An officer of any embassy, consulate or high commission of the country of issue or documentary evidence of identity;
- A legal practitioner, medical practitioner, accountant or actuary who belongs to a recognized professional body with established rules of professional conduct;
- A notary public who is governed by established rules of professional conduct or statutory compliance measures;
- A director, manager, or senior officer of a licensed entity or of a branch or subsidiary of a group headquartered in a well-regulated jurisdiction that applies group standards to subsidiaries and branches worldwide and tests the application of and compliance with such standards.

CERTIFICATION OF REGISTERS

The undersigned, _____, being a Director of _____,

does hereby certify that the attached Register of Members/Directors (delete where appropriate) of _____ and date stamped _____ 20____ is a true and correct, complete and accurate copy of the Register of Members/Directors (delete where appropriate) as compared with the original(s) and the contents are up to date.

Dated this _____ day of _____

By _____
(Signature)

Name _____

Title/Capacity _____

Contact Details _____

The certification should be made by a Director of the company for which the Register is being provided.

REFERENCE LIST OF COUNTRIES**FATF List of High-risk and Non-Cooperative Jurisdictions – “Black List”**

- Iran
- Democratic People’s Republic of Korea (DPRK)
- Algeria
- Ecuador
- Indonesia
- Myanmar

FATF List of Jurisdictions with Strategic AML/CFT deficiencies with a Plan to Improve – “Grey List”

- Afghanistan
- Albania
- Angola
- Cambodia
- Guyana
- Iraq
- Kuwait
- Lao PDR
- Namibia
- Nicaragua
- Pakistan
- Panama
- Papua New Guinea
- Sudan
- Syria
- Uganda
- Yemen
- Zimbabwe

By choosing to make use of the Company Formation, Registered Agent and Registered Office services of Trident Trust Company (B.V.I.) Limited the Company and the Client agree to accept all of the following terms of business of this Agreement:

1. Definitions

1.1 **“Registered Agent”** means Trident Trust Company (B.V.I.) Limited, any affiliated company and each of its employees, agents, officers and servants from time to time who are engaged in providing the Services;

“Company” means any one or more companies in respect of which the Registered Agent provides Services at the Client’s request;

“Client” means the Registered Agent’s instructing party and the client of record for the Company, individually or jointly as the context requires;

“Services” means Company Formation, Registered Office and Registered Agent services and any other ancillary services as may be agreed between the parties from time to time.

1.2 These Terms of Business together with the Registered Agent’s applicable Client Form, (“the Client Form”) constitute the exclusive basis on which the Registered Agent provides Services to the Company.

1.3 When Services are provided pursuant to this Agreement the representations relating to the Client will be deemed automatically to apply, unless Client advises the Registered Agent to the contrary, and are given in consideration of the Registered Agent agreeing to provide the Services to the Company.

2. The Registered Agent

2.1 The Registered Agent will provide the Services (or such other services as may be agreed in writing between the Client and the Registered Agent) with reasonable skill and care and in all cases as soon as reasonably practical. Time shall not be of the essence of this Agreement.

2.2 The Client acknowledges that in connection with the provision of the Services the Registered Agent may be instructed by the Client to instruct a legal advisor or other third party provider of services on behalf of the Company. Any costs associated with the Services provided by such third parties shall be invoiced to and settled by the Client.

2.3 The Registered Agent undertakes, where applicable, to observe the nexus between the Client and their clients or the shareholders of a Company, as the case may be, and shall only take instructions from the Client and/or the Company. Subject to Clause 5.2, no instructions regarding the Company shall be taken from such third party or any information regarding the Company or Client provided to such third party without the Registered Agent having first obtained the permission of the Client and/or the Company.

3. The Client

3.1 The Client shall provide to the Registered Agent such information as the Registered Agent considers necessary in order to ensure that the Company complies with all applicable legislation.

3.2 The Client is responsible for ensuring that the information provided in the Client Form is correct and that it and any person responsible for doing so has taken all necessary tax and legal advice in all relevant jurisdictions outside the British Virgin Islands with regard to the establishment and operation of the Company and for ensuring that the activities or proposed activities of the Company will not breach the laws of any relevant jurisdiction. The Registered Agent is not responsible for advising the Client in relation to any matter.

3.3 In order to enable the Registered Agent to meet its legal and regulatory obligations in respect of the Company, the Client and the Company shall keep the Registered Agent fully and promptly informed of any changes in the issued shareholding of the Company as well as any changes in the directors and officers of the Company.

3.4 The Client and the Company shall immediately inform the Registered Agent of any other matters that might affect the Company and/or the Registered Agent’s willingness to provide, or continue to provide, any of the Services or of any matter that is material to the affairs of the Company.

4. Fees & Invoicing

4.1 The Registered Agent’s Schedule of Fees are those which have been agreed between the Registered Agent and Client and in the absence of such agreement, shall be the fees and charges of the Registered Agent as published from time to time.

4.2 The Registered Agent shall not be required to incur any expenses or make any payments in the course of providing the Services unless the Registered Agent has received sufficient funds in advance.

4.3 Invoices for the Services to the Company (which will include the amount of any disbursements incurred on behalf of the Company) will be rendered to the Client’s address unless another addressee is otherwise agreed to in writing with the Registered Agent. The Client agrees to pay and discharge any such invoice forthwith on demand in the event that it remains unpaid 60 days after the due date for payment. Terms of payment are settlement within 60 days. If terms are not adhered to the Registered Agent reserves the right to charge interest on overdue accounts at the rate of 1% per month and to refuse to provide any further services to the Company until all outstanding invoices are settled.

5. Information & Confidentiality

5.1 Subject to Clause 5.2 the Registered Agent shall use all reasonable endeavours to keep confidential information provided to it by the Client or the Company including the information provided in the Client Form.

5.2 The Client and the Company acknowledge that the Registered Agent is bound by regulatory and other obligations under the laws of the British Virgin Islands and agree that any action or inaction on the part of the Registered Agent in carrying out such obligations shall not constitute a breach of the Registered Agent’s duties hereunder.

- 5.3 Any report, letter, information or advice the Registered Agent gives to the Client pursuant to its representation of the Company is given in confidence solely for the purpose of such representation and is provided on condition that the Client undertakes not to disclose same without the Registered Agent's prior written consent.
- 5.4 The Registered Agent shall not be required or obliged to take any action which it considers to be unlawful or improper or which may cause it to incur any personal liability and the Registered Agent shall not be liable for refusing to take any such action.
- 5.5 Notwithstanding any provision hereof the Registered Agent shall be entitled and is irrevocably authorised to open and read all and any correspondence, letter, fax or other communication received by the Company and/or the Registered Agent on behalf of the Client or the Company. The Client shall be duly informed of any mail received by the Company and shall be given an opportunity to subscribe to a mail forwarding service provided by the Registered Agent, (the conditions and terms of which are provided either on request or when mail is first received for a specific Company).

6. Notices

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 to the party to be served at that party's address as provided (or as varied from time to time by notice in writing).

7. Assignment

The terms of this engagement shall be binding upon and endure for the benefit of the successors of the parties but shall not be assignable in whole or in part by any party without the prior written consent of the other parties provided that the Registered Agent shall be entitled to assign its rights and liabilities hereunder by not less than 28 days notice to the Client.

8. Termination & Suspension of Services

- 8.1 The Registered Agent or the Company may terminate the services by giving no less than 90 days written notice in accordance with Section 93(2)(a) of the BVI Business Companies Act 2004 to the other party. In such event the obligations of the parties (save as set out in clause 8.4 and in respect of antecedent breaches) shall cease and terminate.
- 8.2 This Agreement may be terminated with immediate effect by notice in writing by either the Company or the Registered Agent 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; 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 it or a receiver or Registered Agent is appointed in respect of it.

- 8.3 The Registered Agent shall be entitled to either resign as Registered Agent by written notice in accordance with the provisions of Section 93(2)(a) of the BVI Business Companies Act 2004 for a particular Company or terminate this Agreement with immediate effect by written notice to the Company in the event that any legal proceedings are commenced against the Company or the Client (including any injunction or investigation proceedings or any incident that may bring the reputation or standing of the Registered Agent into disrepute).
- 8.4 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.
- 8.5 In the event of termination, the Registered Agent shall not be obliged to return all or any part of the fees and expenses paid to it hereunder (save for amounts paid on account of disbursements to be incurred).
- 8.6 In the event of termination the Registered Agent, the Company and the Client shall each arrange that all such acts are done as may be necessary to give effect to such termination and the Client shall within 30 days of the date of termination procure the appointment of a successor Registered Agent and the Registered Agent shall, subject to payment of all amounts due to it, co-operate with the Client in relation to such appointments.
- 8.7 The Registered Agent shall be responsible for filing the necessary resolution/minute with the Registrar of Companies to effect the transfer of the Company or Companies to a successor Registered Agent and the applicable rate for undertaking this service shall be invoiced and settled by the Client prior to the filing of the resolution/minute.
- 8.8 The Client and the Company acknowledge that notwithstanding the right of the Registered Agent to terminate or suspend its services in accordance herewith the Registered Agent (and/or its officers, agents and employees) may have continuing regulatory/fiduciary duties under applicable law. Accordingly, without prejudice to its rights, it is agreed that the Registered Agent shall be entitled (but not obliged) to continue to provide services so as to discharge such duties and shall be entitled to charge its applicable rate for the provision thereof.

9. Entire Agreement

These Terms of Business and the Client Form (including the Registered Agent's Schedule of Fees) constitute the entire agreement between the parties in relation to the provision of Services to the Company and may only be varied by agreement in writing signed by or on behalf of the parties.

10. Law & Jurisdiction

The Agreement shall be governed by and construed in accordance with laws of the British Virgin Islands and any dispute arising in respect thereof shall be subject to the jurisdiction of the courts of the British Virgin Islands and the Company and the Client hereby submit to the jurisdiction of such courts.

11. Other Provisions

- 11.1 The Registered Agent shall be entitled to amend these Terms of Business from time to time provided that the Registered Agent shall give reasonable advance notice in writing to the Client before such amended Terms of Business shall take effect.
- 11.2 The Client shall provide full details of and promptly inform the Registered Agent of any changes in its contact details.
- 11.3 The Client shall at all times hereafter indemnify and keep indemnified the Registered Agent against all actions, suits, proceedings, claims, demands, costs, charges, expenses and consequences whatsoever which may be taken or instituted against the Registered Agent by reason of or on account of the Registered Agent providing the Services pursuant to this Agreement.
- 11.4 The Client is responsible for any legal costs incurred by the Registered Agent in respect of any disputes relating to the Company.
- 11.5 The Client shall indemnify the Registered Agent in respect of all actions undertaken by the Registered Agent in good faith.
- 11.6 The Client hereby agrees and undertakes to indemnify and keep indemnified Trident in respect of any claims, liability, expenses or damages (including legal expenses and costs) arising from proceedings, claims or actions brought by any parties against Trident as registered agent in connection with the Company or in respect of any legal costs incurred by Trident in respect of a dispute in which Trident is involved.
- 11.7 When a request is received by the Client that the Company should be left to be struck off the register of companies for non-payment of the annual company license fee, Trident reserves the right to charge a further administration fee to cover the costs necessary in ensuring that its ongoing regulatory requirements are satisfied by ensuring that company due diligence documentation has been provided and is valid.