

1. Definitions and Interpretation

1.1 **“Administered Entity”** means any individual, corporation, partnership, association, trust, foundation, nominee or other entity or arrangement (whether or not having separate legal personality) that is or will be receiving the Services from time to time (whether or not incorporated, formed or established as of the date of this Agreement).

1.2 **“Affiliate”** means, with respect to any entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with that entity. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

1.3 **“Agreement”** means collectively these Terms of Business and any applicable Engagement Letter(s) (including any attached Fee Schedule) between the Service Provider and the Client or Administered Entity, and any other contractual documentation agreed between such parties in connection with the provision of Services (including, in the case of a trust arrangement, any relevant trust deed or instrument), as each may be amended or supplemented from time to time.

1.4 **“Applicable Laws”** means all applicable laws, statutes, regulations, codes, orders, rules, regulatory requirements, court orders, or directives in any jurisdiction (as amended, re-enacted or modified from time to time) that apply to the provision of the Services or to the business, operations or obligations of any Party in connection with the Services or this Agreement.

1.5 **“Applicable Regulator”** means any governmental, regulatory, or supervisory authority that, under Applicable Laws, has (or purports to have) regulatory or supervisory jurisdiction or oversight over a Service

1.6 **“Client”** means the person or persons (whether acting individually, jointly, or as an entity) who instruct or engage the Service Provider to provide the Services, and includes any person on whose behalf or for whose benefit the Services are provided and any ultimate beneficial owner (direct or indirect) of any Interest in an Administered Entity receiving the Services. In the case of a trust, the term “Client” includes the settlor and each beneficiary of the trust. In the case of an individual Client, the term includes such individual’s heirs, personal representatives, estate and permitted assigns. **Client** also includes any person to whom the Service Provider has agreed to provide Services and may be (as the context requires) an Administered Entity, an Interest Holder, a Connected Person, or any person otherwise affiliated with the foregoing.

1.7 **“Confidential Information”** means all non-public information, in any form, that is disclosed by or on behalf of one Party to another Party in connection with this Agreement or the Services. **Confidential Information** includes, without limitation, any business, financial, operational, technical, or personal information and data relating to the disclosing Party (or its clients, owners, or affiliates), any information regarding an Administered Entity or Interest Holder, and any other information marked or reasonably deemed confidential. Confidential Information does not include information that is or becomes generally available to the public other than as a result of a breach of this Agreement, or information that is lawfully obtained from a third party not bound by a confidentiality obligation.

1.8 **“Connected Person”** means, in relation to any person (including a Client or an Administered Entity), any director, officer, manager, partner or employee of such person, and any agent, contractor, consultant, representative or nominee acting for or on behalf of such person. In the case of a legal entity, **Connected Person** also includes any person or entity that directly or indirectly controls, is controlled by, or is under common control with that entity (including any parent company, holding company, subsidiary or other entity under the same ultimate ownership or control).

1.9 **“Engagement Letter”** means any written agreement, letter of engagement, proposal or other written instrument (including any attached or incorporated Fee Schedule) that is entered into by a Service Provider and the Client or an Administered Entity, and which sets out specific terms and conditions for the provision of certain Services by the Service Provider.

1.10 **“Fee Schedule”** means the schedule or list of fees, charges and disbursements applicable to the Services (whether appended to an Engagement Letter or provided/communicated separately to the Client or an Administered Entity), as may be amended by the Service Provider from time to time.

1.11 **“FPS Group”** means, collectively, **ForwardPoint Solutions Limited, FPS Holdings Group Limited, FPS Holdings LLC, FPS Services Limited**, and any parent, subsidiary or Affiliate of any of the foregoing, including any successor or assign of any such entity (together, the “Group Entities”). The term **“FPS”** (or **“FPS Group”** when used in general terms) shall, depending on the context, refer to the relevant member(s) of the FPS Group that are providing the Services (each, a Service Provider) or to all members of the FPS Group collectively.

1.12 **“FPS Person”** means any and all directors, officers, employees, agents, contractors, or nominees of any FPS Group entity, and any person or entity nominated or appointed by any FPS Group entity to perform any part of the Services. This definition of **FPS Person** includes any person serving as a nominee, director, officer, manager, signatory, trustee, or representative in connection with an Administered Entity as appointed by a member of the FPS Group, notwithstanding any defect in such appointment, qualification or authority. Where the context permits or requires, references in this Agreement to the FPS Group or any Service Provider shall be deemed to include the FPS Persons.

1.13 **“Interest”** means any share, ownership interest, unit, security, equity, debt, right, or other entitlement of any kind in or with respect to an Administered Entity. In the case of a trust or foundation, an **Interest** includes any beneficial interest or entitlement in the assets or distributions of such trust or foundation (including any rights or interests of a settlor, founder, or beneficiary). In the case of an individual, **Interest** refers to the assets or property of that individual in respect of which the Services are provided.

1.14 **“Interest Holder”** means any person who is the beneficial owner, whether directly or indirectly, of an Interest. In the case of an individual Interest Holder, the term includes his or her heirs, personal representatives, estate and other successors or assigns. In the case of a corporate or other non-natural person Interest Holder, the term includes any predecessor, successor or assign of that entity. If an Interest is held by more than one person, all such persons shall collectively be deemed to be **Interest Holders** and shall be jointly and severally responsible as such under this Agreement.

1.15 **“Losses”** means any and all losses, costs, charges, expenses, fees (including attorneys’ or legal fees on a full indemnity basis), liabilities, obligations, penalties, fines, damages, claims, demands, suits, proceedings, interest, adverse judgments, orders or other sanctions, and any other detriments or costs of whatever nature or kind, whether direct or indirect, incurred by or imposed on a party.

1.16 **“Party”** means a party to this Agreement, being either the Client or a Service Provider (or any other FPS Group entity that becomes a party to this Agreement from time to time). **“Parties”** means all such persons or entities collectively.

1.17 **“Politically Exposed Person”** (or **“PEP”**) shall have the meaning given to it under the Applicable Laws of any relevant jurisdiction (including any anti-money laundering or anti-bribery legislation) or by any Applicable Regulator, and generally includes individuals who are or have been entrusted with prominent public functions, their immediate family members, and close associates.

1.18 **“Relevant Data”** means any information relating to an identified or identifiable natural person, including personal data and any special category or sensitive personal data, in each case as defined under Applicable Laws.

1.19 **“Relevant Jurisdiction”** means any jurisdiction in which any member of the FPS Group has an established presence or from which it provides any of the Services. This includes, without limitation, the jurisdictions of Belize, Seychelles, the United Kingdom, the United States, and Switzerland, as well as any other jurisdiction whose laws or regulations apply to the provision of the Services or to any Party in connection therewith. Where the context so requires, **Relevant Jurisdiction** may refer to a specific jurisdiction from which a particular Service is delivered or in which a particular aspect of the Services is carried out.

1.20 **“Sensitive Activity”** means any activity or business that is deemed sensitive, high-risk, or subject to special scrutiny by the Service Provider or any Applicable Regulator. This may include, without limitation, any activity designated as sensitive or prohibited under regulatory guidelines, industry standards or the Service Provider’s internal policies (as may be updated from time to time), or any activity that could expose the Service Provider or any FPS Person to heightened legal, regulatory, or reputational risk.

1.21 **“Services”** means any and all services that the Service Provider has agreed to provide to or for the use or benefit of the Client, an Administered Entity, or any Connected Person or Interest Holder. **Services** may include, without limitation, advice and assistance in offshore corporate structuring, company formation, registered office or agent services, directorship or nominee services, corporate administration and management, consultancy or business advisory services, investment advisory or introductory services (to the extent permitted by Applicable Laws), and any other related or ancillary services as may be agreed in writing between the Parties from time to time.

1.22 **“Service Provider”** means the specific FPS Group entity or entities that are providing the Services under this Agreement. Each Service Provider is a separate party to this Agreement as the context requires, and may also be referred to collectively with other FPS Group entities as the **FPS Group** or **FPS** where appropriate.

1.23 **“Tax Information Exchange Agreements”** means any laws, treaties, intergovernmental agreements or regulations (including, but not limited to, any agreements implemented under the U.S. Foreign Account Tax Compliance Act (FATCA), the OECD Common Reporting Standard (CRS), or similar regimes) enacted in or between any Relevant Jurisdictions to facilitate the reciprocal disclosure or exchange of information for tax compliance or enforcement purposes

1.24 **Interpretation:** In these Terms, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to any **person** includes any individual, company, corporation, partnership, association, trust, governmental authority or other entity (whether incorporated or unincorporated);
- (c) references to any law, statute, regulation or statutory provision include any amendment, extension, consolidation or re-enactment thereof from time to time and include any subordinate legislation made under it;
- (d) references to any agreement, instrument or document (including this Agreement and any Engagement Letter) shall be construed as referring to such agreement, instrument or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) a reference to a Party includes that Party’s successors and permitted assigns;
- (f) clause and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement; and
- (g) the words **“including”**, **“include”** or similar terms shall be construed without limitation to the generality of the surrounding words.