

MINERVA

Financial Services Limited

TERMS OF BUSINESS

MINERVA

Financial Services Limited

INDEX

1.	INTRODUCTION	3
2.	DEFINITIONS AND INTERPRETATION	3
3.	SERVICES	3
4.	COMPLAINTS	4
5.	CONDUCT OF AFFAIRS	4
6.	LIABILITY	4
7.	SCOPE	4
8.	CONFIDENTIALITY	4
9.	NO DUTY TO DISCLOSE	5
10.	GUIDANCE AND INSTRUCTIONS	5
11.	COVENANTS FROM THE CLIENT	5
12.	INDEMNITIES AND LIABILITIES	6
13.	TERMINATION	6
14.	SPECIFIC AUTHORITY	7
15.	INTELLECTUAL PROPERTY	7
16.	POOLED CASH ACCOUNTS AND COMMISSIONS	7
17.	SOLVENCY	7
18.	BILLING	7
19.	DATA PROTECTION	8
20.	JOINT AND SEVERAL LIABILITY	8
21.	ASSIGNMENT	8
22.	SEVERABILITY	8
22.	NOTICES	9
23.	GOVERNING LAW AND JURISDICTION	9

MINERVA

Financial Services Limited

1. INTRODUCTION

The following Terms will be deemed to have been agreed by the Client by its acceptance of any of the Services. A current copy of the Terms and the Schedule of Charges may be inspected at the registered office of Minerva during normal business hours or on the Minerva website, namely www.minerva.co.je. Minerva may revise the Terms and the Schedule of Charges from time to time without the consent of the Client. The Client shall be bound by any revision of the Terms and/or the Schedule of Charges as and when a copy of the revised document becomes available for inspection at the registered office of Minerva. Minerva is registered under the Financial Services (Jersey) Law 1998, as amended, for the purpose of carrying on trust company business.

2. DEFINITIONS AND INTERPRETATION

2.1 In these terms, the following words and phrases shall, save where the context requires otherwise, have the following meanings:-

“Appointees”	means all persons provided by Minerva to act as a director or other officer, trustee, manager, signatory or shareholder of any Entity;
“Client”	means any person to whom Minerva provides the Services and, in the case of an individual, includes his heirs, personal representative and assigns and, in the case of a body corporate, includes its successors and assigns;
“Company Services”	means those company services specified in Clause 3.1 below;
“Employees”	means the directors, officers, consultants, employees and partners (as appropriate) of Minerva;
“Entity”	means any body corporate, partnership, trust, association or other person in respect of which services are provided;
“Minerva”	means Minerva Financial Services Limited and its subsidiaries and affiliates and any successors in title;
“Other Services”	means those services (not being Company Services or Trust Services) specified in Clause 3.3 below;
“Schedule of Charges”	means Minerva’s current schedule of charges as amended from time to time;
“Services”	means, as the case may be, all of the Company Services and Trust Services and Other Services;
“Terms”	means these terms as amended from time to time; and
“Trust Services”	means those trust services specified in Clause 3.2 below.

2.2 In these terms unless the context otherwise requires, words importing the singular should include the plural and the masculine gender shall include the feminine and the neuter and vice versa in each case.

2.3 References to “Clauses” herein are to clauses of the Terms.

3. SERVICES

3.1 Company Services

The provision or arrangement of incorporation of the company, a secretary to the company, a registered and administrative office, directors or officers of the company, such minimum number of nominee shareholders as required by the law of the relevant jurisdiction, maintenance of statutory books and books of account of the company, the keeping of the company seal and all other documents and records belonging to the company, the convening of such meetings of the directors and of the shareholders of the company as may be required from time to time and the keeping of minutes and such other services as may be agreed with the Client from time to time.

3.2 Trust Services

The provision or arrangement of a trust deed and if appropriate, a letter of wishes, a corporate trustee, maintenance of books of account for the trust, the keeping of all other documents and records relating to the trust, and the keeping of minutes of the trustee and such other services as may be agreed with the Client from time to time.

3.3 Other Services

The provision or arrangement of all other services as may be agreed between Minerva and the Client in connection with any Entity (whether before or after its establishment) by Minerva or any Appointee or Employee of Minerva from time to time.

3.4 All Services provided by Minerva must comply with all applicable statutory and regulatory requirements and prior to providing the Services, a full explanation must be given to Minerva for the provision of those Services.

MINERVA

Financial Services Limited

4. COMPLAINTS

A director of Minerva is ultimately responsible for all the Services provided in respect of each Entity. If any matters need to be discussed arising from the Services provided by Minerva, these should be addressed to the director responsible for the Entity. Any complaints regarding any matter, if not satisfactorily resolved by the director, should be addressed in writing to the Managing Director of Minerva.

5. CONDUCT OF AFFAIRS

The affairs of the Entity shall be conducted only by the duly appointed officers of the Entity or such other persons as they shall have authorised in writing on such terms and conditions as the Entity's officers shall think fit. In no circumstances shall the Client take or cause to be taken any action with regard to the Entity (including entering into or purporting to enter into contracts on its behalf) without the written consent of the said officers or Minerva.

6. LIABILITY

- 6.1 Minerva shall not do anything or be required to do anything which, in the opinion of Minerva, conflicts with the laws or regulations of Jersey, a company's Memorandum and Articles of Association or the provisions of a trust deed or instrument of settlement or which conflicts in any way with statutory or regulatory requirements applicable to the Entity under management or Minerva.
- 6.2 Minerva shall not do anything or be required to do anything, which may expose Minerva, or any of the officers, employees or Appointees of Minerva or any person or company nominated by Minerva to any risk of civil or criminal liability or prosecution in any part of the world.

7. SCOPE

- 7.1 Minerva does not have knowledge of the laws or regulations of any jurisdiction other than those for which Minerva provides Services. Specifically, Minerva does not provide advice on matters relating to taxation in any jurisdiction.
- 7.2 Minerva strongly recommends that independent advice should be obtained on the legal and tax implications of establishing company/trust structures. Minerva shall not be liable for or accept any responsibility for the consequences of such advice or the lack of such advice.
- 7.3 It is the responsibility of the Client to ensure that all necessary declarations are made to the appropriate authorities in his country of residence or domicile as required from time to time, and in all other relevant jurisdictions, be they fiscal or otherwise. Minerva shall not be liable for or accept any responsibility for the consequences of the failure to accurately complete and submit such declarations.
- 7.4 The Client represents and undertakes that it has taken appropriate tax and other advice with regard to the establishment of the Entity and its proposed activities. Minerva is not responsible for advising the Client on such matters.
- 7.5 Neither Minerva nor its Appointees provide investment advice of any nature. Any comments or views expressed by Minerva or by its officers, Employees or its Appointees in connection with investments should not be construed as investment advice and are given without responsibility.
- 7.6 By reason of the matters set out at 7.5 above Minerva shall not accept responsibility for any losses on the investments or activities of any Entity under their administration. The Client is warned that the value of investments and the income from them may fall as well as rise. Changes in interest rates, market conditions and exchange rate variations between currencies may cause values to fluctuate to a considerable degree. Appropriate advice must be sought.
- 7.7 Minerva shall arrange the provision of the Services to the Entity and, in so doing, may nominate any company or person it thinks fit to hold office or be employed in the administration of each Entity's affairs.

8. CONFIDENTIALITY

- 8.1 The Client acknowledges that, in certain circumstances, Minerva or any of its officers, Employees or Appointees may be obliged to give evidence and information to Courts or authorities in connection with the affairs of the Entity. Disclosure of such information will not be made to third parties unless required by law or regulation or by order of court or where the failure to make such disclosure would, in the opinion of Minerva, be prejudicial to Minerva, its officers, Employees or Appointees or where Minerva is authorised to disclose any information by the Client or where the information concerned is already in the public

MINERVA

Financial Services Limited

domain other than by reason of any disclosure on Minerva's part.

- 8.2 Minerva, its officers, Employees and Appointees may disclose information relating to the Client and the Entity to any subsidiary or affiliated, associated or connected company of Minerva.
- 8.3 When opening accounts, the names and addresses of persons other than the Client may be required by banking and investment institutions. Where such a requirement exists, Minerva may disclose at its absolute discretion such details as are required.
- 8.4 The provisions of this clause shall remain in full force and effect notwithstanding termination of these Terms.

9. NO DUTY TO DISCLOSE

Except as required by law, Minerva shall not be required or under a duty to disclose to the Entity or the Client any information Minerva may have or be deemed to have about any matter affecting the Entity which Minerva may have acquired in the course of acting for or providing Services to any other Entity or Clients or in any way other than in connection with the provision of the Services.

10. GUIDANCE AND INSTRUCTIONS

- 10.1 Minerva, the trustee(s) or the directors of the Entities may act on original, written, fax, e-mail or oral guidance or instructions from the Client or duly appointed agent of the Client.
- 10.2 Minerva, and its employees and Appointees may refuse to act on any guidance or instructions where they have any doubts as to the authenticity of such guidance or instructions and shall not be held liable for the consequences of any such refusal.
- 10.3 Minerva may refuse to act on any guidance howsoever received but shall inform the Client as soon as practicable as to the reason(s) behind such refusal and shall not be held liable for the consequences of any such refusal.
- 10.4 Where telephone guidance or instructions are received, this shall be entirely at the Client's own risk who must accept the risk of errors or mistakes howsoever caused as a result of telephone guidance or instructions being misunderstood in any way.
- 10.5 Where fax or e-mail guidance or instructions are received on behalf of the Client, this shall be entirely at the Client's own risk. Where such guidance or instructions are received, purporting to come from the Client or his duly appointed agent, Minerva shall be entitled to accept such guidance or instructions as authentic and to act on them accordingly. Minerva shall not be held liable in any way whatsoever as a consequence of acting on any such guidance or instructions.

11. COVENANTS FROM THE CLIENT

The Client hereby undertakes that:

- 11.1 all assets which are or will be introduced to the Entity have been lawfully introduced and are not derived from or otherwise connected with any illegal activity;
- 11.2 the Entity will not be engaged or involved directly or indirectly with any unlawful activity or used for any unlawful purposes;
- 11.3 the Entity will not undertake any activities which will require a licence, consent or approval in any jurisdiction without first obtaining such licence, consent or approval or which will breach any conditions contained in any such licence, consent or approval;
- 11.4 the Client shall keep Minerva in sufficient funds so as to enable Minerva to procure that the Entity complies with all filing requirements in any applicable jurisdiction and that all taxes and governmental dues payable by the Entity are discharged;
- 11.5 the Client shall provide such information as Minerva may, in its discretion, require in order to comply with all applicable laws and regulations (including 'know your customer' requirements) and to provide the Services;
- 11.6 immediately upon becoming aware thereof, the Client shall notify Minerva of:
 - (i) any event which could be reasonably foreseen to have a material effect on the Entity or its assets or activities (including, without limitation, any act evidencing the insolvency of the Client or commencing its liquidation, winding up or dissolution) or upon Minerva's willingness to continue to provide the Services;
 - (ii) any actual or threatened litigation in any jurisdiction or any actual or threatened investigation by any

MINERVA

Financial Services Limited

judicial or regulatory authority in respect of the Client or any Entity administered on behalf of the Client and any progress thereof,

and it shall promptly provide such information as Minerva may, in its discretion, require in respect thereof;

- 11.7 the Client shall not, without the prior consent of Minerva take any action, enter into any agreement or contract, give any undertaking, make any representation or otherwise incur any liability on behalf of the Entity;
- 11.8 the Client shall notify Minerva before alienating, assigning, selling, pledging or otherwise disposing of or encumbering any part of the Client's interest in the Entity;
- 11.9 the Client has taken legal and tax advice in respect of the establishment of the Entity;
- 11.10 it will guarantee the due payment of all fees, remuneration, disbursements and expenses payable by the Entity under these terms (and agrees that Minerva may claim under this guarantee without first seeking recourse against the Entity or any other person).

12. INDEMNITIES AND LIABILITIES

- 12.1 Minerva shall exercise due care in carrying out the Services to the Entity or the Client but neither Minerva nor any of the officers, Employees or Appointees of Minerva shall be liable to Entity or any person or company nominated by Minerva shall be liable to the Entity or the Client for any loss or damage arising out of the performance of the Services unless Minerva or such officers, Employees or Appointees of Minerva has been guilty of fraud, wilful misconduct or gross negligence in performing the Services.
- 12.2 Subject thereto the Client shall indemnify Minerva against all liabilities and costs arising from actions, proceedings, accounts, claims or demands brought against Minerva or any of the officers, Employees or Appointees of Minerva in connection with the proper performance of the Services or generally in connection with the affairs of the Entity or the Client.
- 12.3 In such cases as Minerva shall determine, Minerva may require that an Entity acquired by or managed by Minerva in the course of providing Services should purchase suitable directors and officers' liabilities insurance cover where Minerva provides trustees, directors or other officers.
- 12.4 Minerva shall not incur any liabilities for any failure or delay on its part to comply wholly or partly with any instruction, request or advice which is not received or is incomplete, incorrect or illegible or ambiguous or for any lack of authority on the part of the person giving or making the same.

13. TERMINATION

- 13.1 Minerva may terminate the provision of the Services to the Entity or the Client in any of the following circumstances:
 - (i) Upon giving one month's written notice to the Entity and the Client;
 - (ii) Immediately on written notice to the Entity and the Client if Minerva, in its absolute discretion, considers that:
 - (a) the Entity is insolvent or liable to be declared en désastre or subject to a creditors' (insolvent) winding up or any equivalent or similar procedure in any other jurisdiction;
 - (b) the Entity is in breach of these Terms;
 - (c) there has been a change of beneficial ownership of the Entity;
 - (d) the Entity or any of its officers or employees not provided by Minerva or the Client is being charged with any criminal offence or is or has been the subject of any criminal, judicial or regulatory investigation in any jurisdiction; and
 - (e) the provision of Services to the Entity might harm the good reputation of Minerva and/or bring the reputation of the Island of Jersey into disrepute.
- 13.2 The Client shall have the right to terminate Minerva's engagement to provide the Services on giving Minerva one month's written notice.
- 13.3 Upon the termination for any reason of the Services which Minerva provides, the Client and/or the Entity shall immediately give Minerva details of a new administrator, new trustee, new directors and other officers, and such other details as necessary in order that Minerva may transfer such of the books and records of the Entity to the new administrators as shall be appropriate.
- 13.4 In the event of this information not being provided to Minerva on the termination of the Services, Minerva reserves the right to arrange the resignation of the trustees, directors and officers that Minerva provides without appointment of successors and to transfer any shares held by nominees which Minerva provides into the name(s) of the beneficial owner(s) of such shares.

MINERVA

Financial Services Limited

13.5 Minerva shall be entitled to retain all books and records of the Entity until all fees and expenses up to the date of termination have been paid. Minerva shall also be entitled to charge fees at its usual rates for any work done in the transfer of the administration of the Entity.

14. SPECIFIC AUTHORITY

14.1 If:-

- (i) Any demand is made against the Entity for payment of any sum due including, without limitation, any taxes, duties, fees or other governmental or state impositions and such payment has not yet been made; or
- (ii) Minerva has not been able to obtain instructions from the Client or any authorised person in circumstances where, in Minerva's opinion, instructions are required in order to take action that it considers necessary; or
- (iii) Minerva has received instructions from the Client or any authorised person which, in Minerva's opinion, are or may be illegal or contrary to the interests of the Client and/or the Entity or which may lead to Minerva, or its Employees or Appointees incurring personal liability,

then Minerva may, as it deems necessary, either take such action on behalf of the Entity (including, without limitation, seeking professional advice at the cost of the Entity, appropriating the assets of the Entity to satisfy any demands for payment, winding up the Entity or transferring the assets of the Entity to the Client) or take no action whatsoever.

14.2 Minerva will, as soon as reasonably practicable after taking any action under Clause 14.1, give notice to the Client of such action having been taken.

14.3 None of Minerva, its Employees or Appointees shall incur any liability for any action or inaction of Minerva pursuant to this Clause.

15. INTELLECTUAL PROPERTY

All correspondence files and records (other than the statutory corporate records) and all information data held by Minerva on any computer system are the sole property of Minerva for its sole use and neither the Client nor the Entity thereof shall have any right of access thereto or control thereover.

16. POOLED CASH ACCOUNTS AND COMMISSIONS

16.1 Unless specifically instructed to the contrary Minerva reserves the right to pool the cash held by the Entities administered by it in pooled accounts with banks identified as approved by the regulatory authorities of the Island of Jersey. The benefits arising from these arrangements are set out in a separate leaflet available on request. Minerva may earn income from the difference between the interest paid to it by the account holding banks and the interest allocated by it to the deposits made by individual Entities in providing this service.

16.2 Unless otherwise agreed in writing Minerva shall be entitled to receive and keep for itself any commission payable by any bank where such commission is payable as a result of Minerva for any Entity or the Entity itself holding any credit account at that bank. A list of these banks is available on request together with the interest rates applicable for the benefit of the entity. The commission is based on a differential between rates applied to individual account holding entities and a Minerva negotiated rate applied on the aggregate balances of all entities at that bank.

16.3 In addition to 16.2 Minerva shall be entitled to receive and keep commissions from the providers of banking, insurance, stock-broking, property management and investment or other Services to whom it introduces Entities administered by it.

17. SOLVENCY

Minerva requires Clients to maintain a minimum balance of **£5,000** in each Entity under administration. All entities under administration must be operated on a solvent basis and retain funds of an amount sufficient at least to defray all predicted costs and disbursements for the following twelve months. Minerva does not provide periods of credit.

18. BILLING

18.1 An account or accounts for fees in respect of the Services shall be rendered in accordance with the Schedule of Charges.

MINERVA

Financial Services Limited

- 18.2 All monies payable to Minerva in connection with the Services shall be paid within 30 days of the issue of the relevant invoice and interest at the rate of 3% above Barclays Bank PLC base rate per month may be charged on all overdue amounts.
- 18.3 Minerva reserves the right to charge interim accounts for work carried out in connection with the Entity's affairs where the level of fees since the date of the last account exceeds £500. Where other Services have been provided these may be billed either at the conclusion of the service in the normal way or at the time of the next administration account.
- 18.4 Minerva reserves the right to deduct, at the due date, any outstanding fees from funds or assets under the control of Minerva or any of the officers or Employees or Appointees of Minerva or any person or company nominated by Minerva without further reference to the Entity or the Client.
- 18.5 Where any fees or disbursements have not been settled in full within 45 days of the date of our account Minerva shall not be obliged to continue performing any Services. Without prejudice to the generality of this, Minerva shall not be obliged to file any statutory or legal documents or, if appropriate, pay any government fees and taxes in respect of the Entity until all outstanding fees and disbursements due to Minerva have been settled in full. In such circumstances, the Client will have no claims against Minerva or any officers, Employees or Appointees of Minerva.

19. DATA PROTECTION

- 19.1 Minerva may, in accordance with such law resulting to data protection as may be in force in Jersey from time to time, retain and process personal data belonging to the Client protectors and beneficiaries under any trust administered by Minerva (whether obtained from the Client, from a third party or from any analysis which may be carried out by Minerva) for the following purposes:
- (i) providing the Services;
 - (ii) identifying products and services which might be suitable or otherwise of interest to the Client;
 - (iii) the recovery of any debts owing to Minerva;
 - (iv) the assessment of commercial and compliance risk;
 - (v) the prevention and detection of fraud and/or the commission of any other criminal offence; or any purpose reasonably ancillary to (i) to (v) above.
- 19.2 Minerva may as part of the provision of the Services and/or products transmit personal data where considered necessary outside the European Economic Area (including without limitation countries in the Americas, Asia or the Asia-Pacific region) that may not have the same standard of statutory protection for data protection as that in force in Jersey from time to time.

20. JOINT AND SEVERAL LIABILITY

Where the Client is more than one person, (a) each such person hereby appoints the other such person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and (b) all obligations of the Client in connection with the Services shall be joint and several.

21. ASSIGNMENT

- 21.1 Minerva may assign or transfer the whole or any part of its rights and benefits under the Terms. For the purpose of any such assignment or transfer, Minerva may disclose information about the Client and the Entity to any prospective assignee or transferor, provided that Minerva shall use its reasonable endeavours to procure that such prospective assignee or transferor is placed under an obligation of non-disclosure equivalent to that in Clause 9.
- 21.2 The Client shall not assign or transfer all or any part of its rights, benefits and/or obligations under the Terms.

22. SEVERABILITY

If at any time one or more of the provisions of the Terms becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of these terms shall not be affected or impaired in any way.

MINERVA

Financial Services Limited

23. NOTICES

- 23.1 Any notice required to be given hereunder shall be in writing addressed to the party concerned at its address from time to time notified to the other for the purpose, failing which the registered office or the last known usual address of such party.
- 23.2 For this purpose, any notice (a) delivered personally shall be deemed to have been given at the time of such delivery; (b) sent by ordinary post shall be deemed to have been given 72 hours after posting; (c) sent by airmail shall be deemed to have been given seven days after posting; and (d) sent by fax shall be deemed to have been given at the time of despatch.

24. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the Island of Jersey and the Client hereby agrees to submit to the non-exclusive jurisdiction of the Jersey court in connection herewith.