

CODE OF SERVICES
FOR ADMINISTRATION MANAGEMENT
OF KORPUS PRAVA

Annex No. 1 to the Agreement for Administration
Management

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1. GENERAL PROVISIONS

Korpus Prava carries out its activity on customer service in accordance with the “Code of Services for Administration Management of Korpus Prava” (hereinafter - the “Code”). The Code constitutes an integral part of the Agreement for Administration Management (hereinafter - the “Agreement”). The Code has been drawn up by Korpus Prava in accordance with the law of the applicable jurisdiction. The Ultimate Beneficial Owner shall be the customer of Korpus Prava. The Code shall govern the relationship between the Manager and the Ultimate Beneficial Owner and shall be binding for the parties contracted by the Agreement. By signing the Agreement, the Ultimate Beneficial Owner and the Manager agree to follow this Code. Failure to comply with the Code shall lead to consequences specified in Sections 5 and 6 of the Agreement and in this Code.

2. COMPANY REGISTRATION/ACQUISITION

The Ultimate Beneficial Owner shall register a new Company (acquire the Company) in accordance with the law of the applicable Jurisdiction by applying for company registration and acquisition (hereinafter - the “Application”). The Application shall be filled in under the form specified by the Manager and shall be the internal document of the Manager. Company registration shall take place in accordance with the law of the applicable Jurisdiction.

The cost of registration shall comply with the information set forth in Annex No. 2 to the Agreement “Price List” (hereinafter - “Annex No. 2”).

3. DIRECTOR, NOMINEE SHAREHOLDER, SECRETARY, COMPANY BUSINESS MANAGEMENT

The Ultimate Beneficial Owner shall send to the Manager a request for the provision of services for the Director, Nominee Shareholder, Secretary and other services regarding the Company’s business activities and form of management. The Manager is ready to provide the Company with its Employees for administration and control purposes and provide other services to the Company, which may be necessary or required for managing the Company within the applicable Jurisdiction in accordance herewith. Hereinafter, the term “Manager” shall include directors, officers, employees and lawyers engaged by the Company’s Manager. Employees shall perform their duties regarding Company management from the date of their assignment by the Company and approval by the Ultimate Beneficial Owner.

3.1. NOMINEE SHAREHOLDER

Upon request of the Ultimate Beneficial Owner, the Manager shall provide services of the nominee Shareholder. The Nominee Shareholder shall perform his/her duties in accordance with the law of the applicable Jurisdiction and this Code. The relationship between the Ultimate Beneficial Owner and the Nominee Shareholder shall be governed by the Trust Agreement. The Ultimate Beneficial Owner shall inform the Manager of all amendments in reference to the allocation of his/her shares. The Ultimate Beneficial Owner agrees not to transfer the Company shares via a trust to a third party, thus creating additional trust structure for the whole duration of the Agreement. If such actions are performed by the Ultimate Beneficial Owner, the Agreement has to be subject to immediate termination by the Manager.

The cost of service is determined in Annex No. 2.

3.2. DIRECTOR

Upon request of the Ultimate Beneficial Owner, the Manager shall provide services of the Director. The Director shall perform his/her duties in accordance with the law of the applicable Jurisdiction, the Company's Articles of Association and this Code. The Director shall make decisions, if there are signed written instructions ("Proper Instructions") of the Ultimate Beneficial Owner, save for the following:

1. Payment for the services of the Secretary, Director and Nominee Shareholder (if applicable);
2. Payment of taxes, levies or fees, including registration fees, within the applicable Jurisdiction;

All other actions shall have legal effect only if there are written instructions ("Proper Instructions") of the Ultimate Beneficial Owner drawn up in accordance herewith.

The cost of service is determined in Annex No. 2.

The Manager in general and the director in particular shall not perform actions, instructed by the Ultimate Beneficial Owner, if such actions are inconsistent with the current law of the applicable Jurisdiction or the Company's Articles of Association or this Code. Any such omission on behalf of the Manager and its Employees shall not be deemed as a breach of the Agreement and this Code.

3.3. SECRETARY

Upon request of the Ultimate Beneficial Owner, the Manager shall provide the services of the Secretary. The Secretary shall perform his/her duties in accordance with the law of the applicable Jurisdiction and this Code.

The Secretary shall:

1. Perform his/her duties regarding the record-keeping of all corporate documents of the Company in accordance with the legal requirements within the Jurisdiction of incorporation and the Company's Memorandum and Articles of Association.
2. Perform all duties of the Secretary necessary for business activity of the Company.
3. Send documents to any Jurisdiction; the cost of sending is determined in Annex No. 2.

4. Receive any notices, correspondence, faxes or e-mails.
5. Provide timely responses to the incoming correspondence and inform the Company on such actions.
6. Represent the Company and act as the contact person for authorities: registrar of companies, tax authorities, banks or other bodies, if necessary.
7. Prepare any shareholders and directors meetings , i.e. annual meetings, extraordinary meetings, conferences, summon the meetings and prepare the meeting agenda, take minutes and keep any other relevant documentation in accordance with the requirements of the applicable Jurisdiction, and attend any such meetings.
8. Keep record and maintain copies of all resolutions of shareholders made outside the general meeting of shareholders and minutes of all sessions and general meetings.
9. Keep the Company's registers in accordance with the requirements of the applicable Jurisdiction.
10. Ensure timely provision of information required in accordance with the law, at the earliest possible date.
11. Monitor amendments in the Company's structure, finalize such amendments in accordance with the current law of the applicable Jurisdiction and notify relevant bodies and organizations on such amendments.
12. Monitor amendments in the applicable law and rules and regulations and take appropriate measures.
13. Monitor the Company's compliance with the current law of the applicable Jurisdiction, as well as with legal and statutory requirements.
14. Prepare and fill in documents necessary for compliance with the requirements regarding anti-money laundering and counter-terrorism financing.
15. Receive extracts from the Company's register of legal entities in accordance with the law of the applicable Jurisdiction.
16. Organize signing of the documents received from the Ultimate Beneficial Owner or his/her duly authorized Contact Person. The documents shall be signed following the procedure specified in Article 6 hereof.

If within the applicable Jurisdiction there is no requirement regarding the existence of the secretary, the Manager shall inform the Ultimate Beneficial Owner of this in advance. Then the foregoing duties shall be assigned among company employees in accordance with the current law of the applicable Jurisdiction.

The cost of service is determined in Annex No. 2.

3.4. REGISTERED ADDRESS

The Manager shall provide the Registered Address within the Jurisdiction of the company's incorporation. The Manager may consider the amendment of the registered address necessary for the

fulfilment of his/her duties and in accordance herewith. The Ultimate Beneficial Owner shall approve the amendment of the registered address.

The cost of service is included in the cost of the Secretary's services and is determined in Annex No. 2, in case the law of the applicable Jurisdiction requires the existence of Secretary in the company.

3.5. GRANTING POWERS OF ATTORNEY

On the request of the Ultimate Beneficial Owner, the Director shall grant special or specific powers of attorney for the performance of certain actions (settlement of transactions, account management and etc.).

The cost of service is determined in Annex No. 2.

General powers of attorney are granted only in exceptional circumstances, if otherwise the company's operation is impossible, and always in compliance with the following terms:

1. General power of attorney is granted for no longer than 12 months;
2. The attorney shall notify the Manager of the execution of any actions under the general power of attorney;
3. Any transactions executed under the general power of attorney and implying incurrence of any debt of the Company or any encumbrance of the Company, shall be preliminary approved in writing by the Director;

In case of failure to comply with one or several of the foregoing requirements, the Director may revoke the power of attorney, and in such case, the security deposit shall not be returned. The security deposit shall be returned, if the term of the power of attorney expires or the power of attorney is revoked by the Ultimate Beneficial Owner.

Also, the Ultimate Beneficial Owner shall comply with the following terms:

1. If any power of attorney is granted by the Director, whose services are not represented by the Manager, the Attorney shall notify the Manager thereon within 5 business days;
2. If the Attorney opens a bank account under any power of attorney, he/she shall notify the Manager thereon within 5 business days.

No power of attorney shall be subject to substitution.

4. AUDITED FINANCIAL STATEMENT

The Ultimate Beneficial Owner shall organize and pay for the development of the annual audited financial statements of the Company within the time limits specified in the current law of the applicable Jurisdiction. , He/she may choose any auditor in his/her sole discretion. Also, the Ultimate Beneficial Owner shall timely pay any taxes, which the Company should pay due to its activity. Relationship between the auditor and the Ultimate Beneficial Owner shall not be governed by this Code and the Agreement.

Refusal of the Ultimate Beneficial Owner from filing the annual audited financial statements or paying any taxes, shall lead to immediate termination of the Agreement.

5. BANK ACCOUNT

The Manager provides a range of services for bank account opening. The cost of opening a bank account is determined in Annex No. 2. If the Ultimate Beneficial Owner opens a bank account by him/herself, he/she shall notify the Manager on opening the account within 5 business days. Regardless whether the Manager or the Ultimate Beneficial Owner has opened the account, the Manager shall have right to monitor the account activity which is an essential condition for the provision of services by the Manager. In exceptional circumstances, if granting the right to monitor the account transactions is deemed impossible, the Ultimate Beneficial Owner shall submit quarterly bank statements to the Manager.

The Manager does not recommend or advertise services of any bank and may open an account in any bank at the discretion of the Ultimate Beneficial Owner. However, the Manager shall not be liable for bank requirements and for cases when a bank refuses to open an account.

6. OTHER ADDITIONAL SERVICES

The Ultimate Beneficial Owner may request additional services necessary for the operation of the Company by notifying the Manager in written. The cost of possible services is determined in accordance with the list in Annex No. 2.

The Director of the Company shall sign the documents. All documents received for signature shall be in all cases examined by the lawyer. The Secretary of the Company shall keep one original copy of any document signed by the Director after it is signed by all parties. Signing of documents shall be made free of charge. Scanned copy of a signed document shall be sent to the Ultimate Beneficial Owner within 24 business hours from the moment of request, if parties signing the document are available.

7. JURISDICTION, APPLICABLE LAW

The Parties shall comply with the current law of the applicable Jurisdiction, legal instruments and administrative decisions within the applicable Jurisdiction, and in any other country, where the Company is registered and/or operates, and also with the code of business conduct.

The Parties acknowledge that the Officers and the Manager and/or employees can not perform actions, which:

1. Are inconsistent with the current law of the applicable Jurisdiction;
2. Exceed legal capacity of the Company;
3. Contradict the provisions of the Company's Articles of Association and Memorandum, Shareholder's Agreements or Resolutions of the Board of Directors, which may from time to time be adopted by the Company;
4. Create a threat of a civil or criminal prosecution or of court proceedings within any Jurisdiction.

The Ultimate Beneficial Owner hereby acknowledges that under the granted license for the provision of corporate services, the Manager shall follow the law, and the Ultimate Beneficial Owner hereby agrees that in such circumstances any action or omission on behalf of the Manager and Employees may not breach the said law.

In accordance with this Code, all disputes arising under the Agreement shall be subject to settlement by the parties through negotiations. If it is found impossible to settle disputes through negotiations, disputes may be referred to the Arbitration Court of Limassol, Cyprus.

8. DELIVERY OF DOCUMENTS AND INFORMATION BY THE ULTIMATE BENEFICIAL OWNER

For the purposes of Company's registration and/or servicing, the Manager shall request the Ultimate Beneficial Owner to submit all necessary documents and information. In case of registration of a new Company, the Manager may proceed with issuing the invoice for registration and registration itself only upon the receipt of necessary documents and information. If the Manager requests documents and/or information on the existing Company, the Ultimate Beneficial Owner shall submit requested documents as scanned copies, and provide requested information by sending it via e-mail within **14** calendar days. If necessary, the Manager may request original copies of documents. The Ultimate Beneficial Owner shall submit original copies of documents within **3** business days. If the Ultimate Beneficial Owner fails to comply with the requirements for the delivery of documents and information within the said time limits, the Manager shall send the second request for the delivery of documents and information. The time limit for the delivery of documents and information after the second request is 7 calendar days. If the Ultimate Beneficial/Owner fails to fulfill the second request of the Manager for the delivery of documents and information, the Manager remain rightful to suspend the servicing of the Company or unilaterally terminate the Agreement in accordance herewith.

8.1. DOCUMENTS OF INDIVIDUALS

Upon a request of the Manager, the Ultimate Beneficial Owner shall submit the following documents of individuals – of the Ultimate Beneficial Owner, of the Shareholder (if submitted by the Ultimate Beneficial Owner), the Director (if submitted by the Ultimate Beneficial Owner), Attorney (if submitted by the Ultimate Beneficial Owner), the Account Manager and the Contact Person:

1. Copy of the international passport (main page only with the photo and signature);
2. Copy of the national/internal passport (all pages). Both passports should be valid, signed by the owner and contain a photo. Copies should be clear, in color, full-sized and certified by the notary. The passports may also be certified by the officers of Korpus Prava;
3. *If there is no national passport with registration:* address confirmation – (utility bills for the last 6 months / registration at the place of residence / rental agreement / bank statements for the last 6 months with address indication / if living with relatives, registration of relatives at place of residence and confirmation of kinship);
4. Brief CV (includes the following information: education, brief description of activity for the last 10 years, including activity directly related to the Company, source of wealth and source of funds invested in the Company);

All documents except the document specified in Article 6 shall be translated to English. The translated document shall be attached to the copy of the document specifying the date, name and signature of the person, who translated the given document.

Upon request of the Manager, the Ultimate Beneficial Owner shall submit the following information on the individual – the Ultimate Beneficial Owner, the Shareholder, the Director, the Attorney, the Account Manager and the Contact Person:

1. How did he/she learn about Korpus Prava (upon recommendation (whose), through the website or an existing client of the office of Korpus Prava in Moscow);
2. Does he/she have another/second citizenship (passport copy is submitted) or work or residence permit in any country (if different from the first citizenship);
3. Does he/she have one of the following statuses: citizen of the USA, resident of the USA (green card holder), place of birth is the USA, resident's address in the USA, postal address is in the USA (including mail box) or phone number is in the USA.
4. Main countries related to business activity and involved in operation;
5. Source of funds subject to investment in the Company;
6. With which large legal or audit firms he/she cooperates or has cooperated;
7. Are individual and/or relatives and partners of the individual "politically significant figures" (hold senior positions in government organizations or are closely associated with political figures).

8.2. INFORMATION REGARDING THE COMPANY THE MANAGER REGISTERS

Upon request of the Manager, the Ultimate Beneficial owner shall provide the following information about the Company he/she plans to register:

1. Jurisdiction;
2. Name (chosen from ready names or offered by the Ultimate Beneficial Owner);
3. Detailed description of activity;
4. Main counterparties (names, countries);
5. Estimated Annual turnover of funds;
6. Annual revenue of the Company;
7. Value of the Company's assets;
8. Source of funds subject to investment in the Company or inclusion in the Company's turnover;
9. Monthly incoming payments: amount, number of transactions, counterparty (+country), reasons for payment;
10. Monthly outgoing payments: amount, number of transactions, counterparty (+country), reasons for payment;
11. Related companies (if any);
12. Confirmation of business activity: business plan or agreements (on additional request);
13. Website (if any);

14. Information about the Company's contact person specified in the Code (the Ultimate Beneficial Owner him/herself or his/her assistant/lawyer/secretary). If the Ultimate Beneficial Owner is not the contact person him/herself, the Ultimate Beneficial owner shall fill in the form for authorization of the Contact Person (Annex No. 3) to confer to the Contact Person powers specified herein.

8.3. DOCUMENTS AND INFORMATION REGARDING THE COMPANY TRANSFERRED FOR SERVICING BY ANOTHER MANAGER

Upon request of the Manager, the Ultimate Beneficial owner shall deliver the following documents and information regarding the Company, which the Manager accepts for servicing from another manager:

1. Tax clearance certificate – original copy with apostille;
2. Certificate of incumbency – original copy with apostille;
3. Articles of Association – certified copy;
4. Certificate of registration – certified copy;
5. Relevant register of the Company signed by the director or secretary of the Company. The signature is subject to notary certification;
6. Any share certificates (valid or cancelled);
7. Statements of all accounts for all time;
8. Any assignments, resolutions or decisions;
9. Fiduciary management agreements (trusts), if any;
10. Documents on the transfer of ownership between the ultimate Beneficial owners (in case of changes);
11. Financial statements (in case of due time for their preparation);
12. Any forms submitted to state authorities (for example, to the register);
13. Any executed agreements;
14. Detailed description of business activity;
15. Main counterparties;
16. The company's annual revenue;
17. Cost of the company's assets;
18. Website;
19. Related companies (if any);
20. Documents of related companies according to this list;
21. Information regarding the current manager.

The Manager shall accept the Company for servicing only upon delivery by the Ultimate Beneficial Owner of documents and information specified in this Article.

9. SERVICE LIMITATIONS

Upon execution of the Agreement with the Ultimate Beneficial Owner, the Manager shall consider the provisions of the current international law on anti-money laundering¹ and also the current law of the Applicable Jurisdiction.

9.1. SERVICE DENIAL

After analyzing the client's identification, Korpus Prava shall reserve the right to refuse service, if according to the compliance department of Korpus Prava, activity of the Company or its owner do not satisfy the requirement of the current law of the applicable Jurisdiction.

10. CONFIDENTIALITY

The Manager shall keep confidential all facts and transactions in respect of the Company, the Ultimate Beneficial Owners or their partners, which the Manager may become aware of, or any documents delivered to the Manager by the Ultimate Beneficial Owner, or any services provided by the Manager, except in cases specified in the current law. In this regard, the Manager may take any measures he/she considers necessary. The Ultimate Beneficial Owner acknowledges that he/she shall not perform activity, which contradicts the law, public order or ethic standards, and also he/she shall comply with limitations set forth in the current law, legal instruments, administrative orders, resolutions and customs. In case of failure to comply with this provision, the Company Employees and the Manager shall be released of necessity to comply with the requirements of the Bank and Professional secrecy and, if specified in the law, shall submit report regarding the breach or alleged breach to the relevant body or bodies within the applicable Jurisdiction.

11. PROPER INSTRUCTIONS OF THE ULTIMATE BENEFICIAL OWNER

"Proper instructions" shall be deemed as received by the Manager in relation to any questions specified in the Code, upon receipt of instructions in writing, by fax, e-mail or by an original copy signed by the Ultimate Beneficial Owner or one or several parties, which are authorized to give instructions by the Ultimate Beneficial Owner of the Company from time to time. The Manager shall act only in accordance with the instructions of the Ultimate Beneficial Owner, except in cases specified in the Code. If the Ultimate Beneficial Owner fails to fulfill requirements specified herein, the Manager shall be released of liability to perform such proper instructions. The supplement arrangement to the Agreement may specify a special procedure in relation to the proper instructions given by the Ultimate Beneficial Owner.

¹ Law 188 (I)/2007 (On the Prevention and Suppression of Money Laundering Activities); EU Directive on the prevention of use of the financial system for money laundering activities (Directive D1144-2007-08 dd. December 12, 2012; Directive 91/308/EEC dd. June 10, 1991; Directive 2001/97/EC dd. December 4, 2001; Directive 2005/60/EC dd. October 26, 2005; Directive 2008/20/EC).

12. POWERS OF THE CONTACT PERSON

The Ultimate Beneficial Owner shall be entitled to appoint a Contact Person in order to communicate with the Manager and to optimise the data collection process. The Contact Person may be appointed by notifying the Manager in writing – filling in the form for authorisation of the Contact Person (Annex No. 3 to the Agreement). The Contact Person may exercise the following powers:

1. Provision of information about proper instructions of the beneficiary in respect of the following actions: dismissal and appointment of Directors and Secretary; amendment of the registered address; transfer of shares; opening of bank accounts; assignment of signatory in respect of bank accounts; bank orders for bank transfers (by fax or e-mail); appointment of Auditors; signing of Contracts and Agreements; any matters of the Company related to its activity;
2. Delivery and receipt of: the Company's constituent documents; powers of attorney; financial statements; the Company's bank statements; tax certificates; documents confirming the payment of Dividends; other documents that may be necessary as the case may be.

All notices in respect of the Agreement shall be sent to the contact person.

In case the Contact Person breaches the Code, the law of the applicable Jurisdiction, as well as the law of any other Jurisdiction and causes negative legal and financial consequences (civil and criminal prosecution, loss of funds, etc.) due to such breaches, the Ultimate Beneficial Owner shall be liable for the actions of the Contact Person. If the Manager incurs any losses due to the actions of the Contact Person, the Ultimate Beneficial Owner shall reimburse such losses in accordance herewith.

13. RIGHT FOR CONSULTATIONS

If the Ultimate Beneficial Owner requires an opinion or consultation of lawyers, accountants or other independent professionals engaged by the Ultimate Beneficial Owner, the Manager, upon prior approval of the Ultimate Beneficial Owner, shall be entitled to refer to applicable specialist and receive such opinion or consultation at the Company's cost. However, the Manager shall not be liable for any actions or omissions related to such consultations.

14. PAYMENT FOR SERVICES

The cost of the Agreement consists of the cost of services specified in Annex No. 2.

Any services shall be rendered upon 100% advance payment. The payment shall be accepted only by bank transfer using the bank details specified in the invoice for the service.

Payment for the annual service shall be made in full within seven days from the moment the Manager issues an invoice. If the Ultimate Beneficial Owner delays settlement of an invoice, the Manager shall charge penalty as follows:

1. In case the payment is delayed for one month, the penalty shall be charged in the amount of 10% of the cost of services;
2. In case the payment is delayed for two months, the penalty shall be charged in the amount 20% of the cost of services;
3. In case the payment is delayed for three months, the penalty shall be charged in the amount of 30% of the cost of services;

4. In case the payment is delayed for more than three months, the Manager shall be entitled to terminate the agreement and decline any powers related to company servicing, unilaterally.

15. RELEASE OF MANAGER FROM LIABILITY, REIMBURSEMENT OF LOSSES AND EXPENSES

The Manager, Employees and any other parties working for the Company at any time (at the time the foregoing services are rendered and after the termination of the labor contract) shall not be liable to any third parties and/or any state authorities for any actions they perform, cause to be performed or omit in accordance with any proper instructions of the Ultimate Beneficial Owner, provided to the Director/-s.

If the Ultimate Beneficial Owner performs any actions and/or omissions, including transfer and/or non-transfer of proper instructions within specified time limits, if such actions shall lead to the breach of the law of the applicable Jurisdiction and/or other Jurisdictions, failure to perform obligations to third parties and also to other consequences, which imply any prosecution against the Manager or other Employees of the Company and incur losses and expenses due to such prosecution, the Manager shall be entitled to:

1. Refer to applicable state authorities in order to hold the Ultimate Beneficial Owner liable;
2. Refer to the court by way of recourse in order to lay any incurred damages and any expenses incurred due to prosecution at the Ultimate Beneficial Owner. Moreover, the Ultimate Beneficial Owner shall reimburse in full any expenses incurred by the Manager and/or the Company during proceedings together with penalty in the amount of 10% (ten per cent) of any amounts.

The Parties shall inform each other on any current or threatening court proceedings, disputes, arbitration or administrative proceedings, which the Company is a party/parties to.

The Ultimate Beneficial Owner hereby agrees to fulfill the Company's obligations for the delivery of annual bills, preparation of financial statements and registration of the bill on the payment of the value added tax in local tax authorities in accordance with the law of the jurisdiction, where the Company performs its activity. Failure to perform the foregoing provisions shall constitute the cause for unilateral termination of this Agreement in accordance with this Code, and the Manager shall be entitled to take the Company of the Register, and the Ultimate Beneficial Owner shall reimburse to the Company any fines/fees incurred due to such failure.

The foregoing obligation shall remain valid in case of sale as pledge or other transfer of the Company's shares until the Manager receives similar obligations from the recipient in the form acceptable for the Manager. The Manager shall be entitled for reimbursement of expenses incurred due to the fulfillment of obligations in accordance with this Code.

Provisions of this Article shall be valid after the termination of contractual relations between the Parties and/or in case of Company liquidation or its removal from the Register of Companies for any reason.

16. TERMINATION OF THE AGREEMENT

Any party at its sole discretion may terminate the Agreement for Administration Management by notifying the other party in writing no less than 3 months in advance. The Agreement shall be immediately terminated if the Ultimate Beneficial Owner claims to transfer rights for the Company's administration to another Manager, thus changing the Employees of the Company or if the Ultimate Beneficial Owner orders the Manager to liquidate the Company or strike it off the Register of Companies.

The Agreement shall be immediately terminated if one or several of the following events occur:

1. The Ultimate Beneficial Owner fails or does not comply with any terms or arrangements contained in the Code, including non-payment of any fees/services of the Manager specified in Annex No. 2, non-compliance with statutory registration requirements, non-payment of any taxes and non-compliance with the requirements of the reporting process within the Jurisdiction, where the Company is registered;
2. Breach of provisions for payment under the Agreement specified herein;
3. Any action or omission of the Ultimate Beneficial Owner, which under the law of the applicable Jurisdiction does not allow the Manager to render services to the Company, including, without limitation, refusal of the Ultimate Beneficial Owner to provide the requested data/documents to the Manager;
4. Transfer of any shares by any Shareholder / Ultimate Beneficial Owner without prior written notification of the Manager and in case a new Shareholder / Ultimate Beneficial Owner is unacceptable for the Manager;
5. Appointment of another employee of the Company, who by any actions and/or omissions breaches the law, raises the risk of any prosecution against the Company, the Manager or other Employees and raises the risk of incurring any losses and expenses on behalf of the Company, the Manager and other Employees;
6. Engagement of the Company and/or the Ultimate Beneficial Owner in any court proceeding, for which the Manager did not give his/her prior approval;
7. Conflict of interest between the Manager and/or the Employees;
8. Bankruptcy of the Company;
9. Any action, proper instruction or omission of the Ultimate Beneficial Owner, which contradicts the law;
10. No contact with the Ultimate Beneficial Owner and/or his/her Contact Person through the fault of the Ultimate Beneficial Owner and/or his/her Contact Person for more than 3 months after the last written notification on behalf of the Manager, requesting to establish contact. The Manager shall decline any obligations and notify the Contact Person on this using the last known postal address / phone / fax from the contact person authorization form. .

Upon termination of the Agreement, the Ultimate Beneficial Owner shall pay the Manager for all rendered services and reimburse the Manager for all expenses and costs. Such payments shall be made on the date the agreement is terminated. In case of termination, the Manager shall deliver all documents of the Company and all assets, securities, monetary funds or property, held by such Manager under the Agreement to the Contact Person or the Attorney or the third party in accordance

with the proper instructions. The Manager shall be entitled to keep all documents of the Company at his/her disposal until all amounts subject to payment are paid in full. Transfer of documents of the Company from the Manager shall release the Manager of any liability to the Company in respect of documents of the Company.

The Ultimate Beneficial Owner hereby acknowledges that upon termination of the Agreement under one or several causes specified herein, he/she shall proactively assume all obligations of the Shareholder, Director and Secretary, and by signing the Agreement he/she agrees to such possible appointments of the Director, Secretary and Shareholder (if such services are rendered by the Manager upon termination of the Agreement).

17. LIABILITY OF THE MANAGER

The Manager shall strictly comply with the terms specified in the Code. If the Manager provides Employees, the Manager shall be liable for actions of the Nominee Shareholder(s), Director(s) and Secretary. If the Manager breaches the provisions specified in the Code, the Manager shall be liable in accordance with the law of the applicable Jurisdiction.

18. CONSENT FOR PROCESSING OF PERSONAL DATA

The Ultimate Beneficial Owner hereby acknowledges that in accordance with the Law On Processing of Personal Data (Protection of Individuals) 138 (I) / 2001, the Manager, as the personal data processor, shall secure of personal data processing of the Ultimate Beneficial Owner in accordance with the aforementioned Law. Electronic or other documents containing personal data shall be kept by the Manager, as the personal data processor. The Ultimate Beneficial Owner hereby agrees that all information related to him/her provided by him/her or any other party shall be kept in an archive, electronically or otherwise legally processed.