



## Introduction

In these Terms and Conditions, the words "Winterbotham", "we", "us" and "our" refer to The Winterbotham Trust Company Limited (hereinafter "Winterbotham"). The words "you" and "your" denote each and every person or organisation who or which holds the Account or Facility.

The following describes the terms and conditions upon which we operate your Account or Facility. If any conflict arises between these terms and conditions and those of any other document, these conditions will prevail. Winterbotham may, in the exercise of any discretionary or other powers, act by its properly appointed directors, officers and nominees.

## Forms of Account

Subject to Due Diligence and acceptance, Winterbotham provides call/current account facilities (Winterbotham Call Account –WCA.net). No interest is payable or paid on credit balances held in call/current accounts. Funds in excess of 100,000 USD, EUR, CHF and GBP or the equivalent in other currencies in such accounts are placed on a fiduciary basis for the account and risk of the account holder(s) with other banks or counterparties authorised by our Board of Directors for such purpose. A list of authorised banks and counterparties is available on request. Your funds when placed on a fiduciary basis are commingled with the funds of other customers.

Any interest received by Winterbotham on such fiduciary placements will be credited to the customer subject to any specific agreement which Winterbotham may enter into with the Customer always provided that Winterbotham shall have the right to charge a placement fee in accordance with its published bank tariff rates which may be viewed at [www.winterbotham.com](http://www.winterbotham.com), or such other fee as Winterbotham may agree with its customer.

Negative interest rates may be applied by our counterparties from time to time according to market conditions and these will be passed on to the customer. This is not a fee applied by Winterbotham and therefore does not affect the placement fee mentioned above.

All other accounts at Winterbotham are in the form of a Trust or an Agency arrangement with a specific agreement governing the relationship. Such accounts are accepted on a fiduciary basis where Winterbotham is authorised to place funds or securities with other banks or investment managers on behalf of and for the risk of the account holder and subject to the payment of Winterbotham's minimum placement fee in accordance with its published bank tariff rates or such other fee as Winterbotham may agree with its customer.

Under a Trust, we administer the underlying assets as Trustee and hold the property which has been legally transferred to the Trust until the distribution date. The Trust Account is governed by a Trust Deed which sets out the objectives of the Trust and the details of how the assets of the Trust are to be administered and eventually distributed.

Under an Agency Account, we hold and administer assets still owned by the client. Our relationship is governed by a specific agreement. Such accounts include services pertaining to Company Management, Investment Fund Administration, Investment Management, Deposits, Precious Metals, Foreign Exchange Trading, Investment Funds, Safekeeping, Security Trading and administration of Offshore Banks and Trust Companies in addition to Fiduciary Transactions.

The owner(s) of an Agency Account may be individuals, partnerships, corporations, foundations, trusts, or any other form of legal business entity. If an Agency Account is held by two or more individuals, the account holders may select a joint account as joint tenants with right of survivorship or a joint Account as tenants in common. In all joint accounts, you may designate the number of signatures required to authorise transactions and give instructions on the Account.

## Data Protection and Confidentiality

Within the limits of the laws protecting the fundamental rights of persons whose particulars are subject to processing, Winterbotham shall be authorised to store your personal data electronically and process them by computer or in any other way, most particularly so that it may fulfil its due diligence obligations, execute any and all transactions, manage and/or administer your account and use such data in assessing creditworthiness or performing statistical analysis.

For the purpose of providing the services in relation to your account, Winterbotham keeps record of (i) your details, (ii) the authorized signatories, if appropriate and (iii) any other information provided in relation to you and any other party or parties related to the Account or Facility (collectively, the "Data").

You in your capacity as account holder and otherwise agree that Winterbotham is entitled, but not obliged, to process the Data and to disclose and to transfer the data to (i) other offices or affiliates of Winterbotham, (ii) any banking or other institutions

with which Winterbotham conducts business in connection with you, or to (iii) accountants, auditors, legal and other advisors, directors or agents who render any service in connection with the services to be provided by Winterbotham in relation to you. This permission shall remain in effect notwithstanding your death, unless and until revoked in writing by your personal representative (executor or administrator).

Winterbotham is also entitled to transfer the Data to recipients as described above in countries that do not have regulations, confidentiality and data protection laws comparable to the data protection laws of the country where Winterbotham's services are carried out.

If you have requested in writing that your business be managed at a specified Administrative Office, you accept that local laws and regulations applicable in the jurisdiction of the selected Administrative Office will govern the management of that relationship.

Furthermore, you permit Winterbotham to disclose such Data or other similar information at any time it is ordered to do so by any Court, regulatory authority or governmental department which has jurisdiction over Winterbotham and the assets held in your Account or Facility and you also permit Winterbotham to make such disclosure whenever it is compelled to do so by any applicable law. You understand that such applicable laws may include an obligation on Winterbotham under the Common Reporting Standard established by the Organisation for Economic Co-operation and Development as signed by each jurisdiction to collect information and documentation from account holders about their tax residence status and to report this and financial information to the local tax authority. In turn, the local competent authority will exchange information on tax residents with other participating countries.

Notwithstanding the foregoing, to the extent the Entity has one or more substantial U.S. owners as those terms are defined under the "Foreign Account Tax Compliance Act" ("FATCA"), you acknowledge that Winterbotham may be required to disclose the Data, and any other required information, to the U.S. Internal Revenue Service or the designated government institution in The Bahamas, as the case may be, pursuant to the reporting rules and regulations of FATCA and/or any government agreement entered into between the United States and the Commonwealth of the Bahamas.

## Outsourcing

In compliance with applicable banking laws and regulations, and if it deems it appropriate or necessary, Winterbotham reserves the right to outsource certain services inherent in its banking operations, e.g. the trading and administration of securities and other assets, computer media and programming, the booking of transactions and other back-office tasks, to one or more companies and entities affiliated with Winterbotham, or to third parties, for an extended period of time.

## Conflicts of Interest and Services Received from Third Parties

You accept that, because of its business lines, (including, trading for its own account and for the account of third parties, creation and promotion of investment funds and corporate finance services), Winterbotham may provide services to clients whose interests may be opposed to or in conflict with your own interests. In addition, Winterbotham and its various units and affiliates may have an interest in certain transactions.

Winterbotham undertakes to see that its internal organisation is appropriate to either avoid conflicts of interest entirely or to see that your interests are taken into account in an equitable manner when such conflicts do arise.

In administering your assets, and in placing and executing orders for that purpose, Winterbotham shall be authorized by you to receive rebates, commissions or other fees from third parties, and you agree that such compensation shall accrue to Winterbotham. In addition, you authorize Winterbotham to pay rebates or other fees to third parties.

## Relations Concerning Deposits

Where an Account holds a time deposit duly placed on a fiduciary basis by Winterbotham for the risk and account of the client and instructions concerning the deposit are not received at least three working days before each maturity date, Winterbotham shall at the expiry of each fixed period, place the deposit and interest earned on a fixed time deposit at the discretion of Winterbotham and such Account shall be subject in all respects to the terms and conditions stated herein. The expression "working days" in this clause shall mean days on which the banks of the country whose currency is the principal currency hereunder shall be open for business and in particular banks in The Bahamas and New York.

Winterbotham is not responsible for any diminution of the Account due to taxes, bank charges, and depreciation in the value of funds credited to the Account or for the unavailability of such funds due to restrictions on convertibility, requisitions,



involuntary transfers, constraints of any character, exercise of military or usurped powers or any other causes (whether or not stated herein) beyond our control.

If Winterbotham receives several payment instructions the total of which exceeds your available funds held on your account, Winterbotham reserves the right to determine which items shall be paid. Winterbotham does not typically provide credit facilities and the holding of an account at Winterbotham does not imply any right or access to borrowing or other credit facilities.

#### Signatures

Signature(s) and signing powers deposited with Winterbotham on the opening of your Account shall be the only signature(s) recognised by us for the purpose of operating your Account unless and until revoked or amended in writing by the appropriate authority, i.e. in the case of personal accounts, by persons holding the signing powers and in the case of a corporate or other legal entity, those having authority to act for such entity. Winterbotham shall not be liable for any loss due to possible forgeries or other defects unless arising from its gross negligence.

#### Identification and References

You agree to provide information and documents, (such as proof of identification, address verification and references and other documentation), as we require to comply with the Laws, Regulations and Guidelines relating to Know Your Customer (KYC) / Anti Money Laundering (AML) /Combating the Financing of Terrorism (CFT). You also agree to update the information as required from time to time by Winterbotham.

Failure to provide these documents /information in a timely manner, or the provision of unacceptable documents or information, may result in the Account being blocked or the Account being closed.

If at any time the bank is of the opinion that the profile or nature of any transaction is not aligned with Winterbotham's KYC/AML/CFT policies and procedures the bank has the right to freeze operations or upon notice to close the Account.

You shall be held liable for any damages of any kind resulting from falsification or failed authentication which may escape notice when normal verification is performed, unless there is gross negligence on the part of Winterbotham.

#### Securities and Precious Metals Custody and Trading

If an Account trades in securities and/or precious metals, the Account Holder recognises and acknowledges that the securities and precious metals markets are volatile and that losses can occur. You further acknowledge that an investment in certain securities and precious metals provides no yield or interest and that prices would have to rise over the investment period in order to generate a return equal to that of income producing assets.

Where you wish to take physical delivery of a particular security or the precious metal a delivery fee will be charged. In addition, if you request special size bars or ingots a fabrication fee may be imposed.

Winterbotham will issue a receipt evidencing ownership of the security or precious metal.

Winterbotham shall keep the deposits made with it in a safe place, and unless otherwise agreed to with you, it shall be authorized to deposit securities, precious metals and other assets with its correspondents in such jurisdictions as are approved by Winterbotham's directors in its own name but for your account and risk, in which case the deposits of securities, precious metals or other assets shall be administered by the said correspondents in compliance with local practices. In the event of error, omission or faulty execution on the part of a correspondent, Winterbotham shall be liable only for the care with which it selected and instructed such correspondent. Winterbotham shall also be authorized to keep securities and precious metals in a pooled internal deposit or with a collective deposit agency, except in the case of securities which require separate custody.

Winterbotham shall perform the routine administration of securities transactions. Where the printing of securities is deferred, Winterbotham shall be authorized to have them converted into paperless rights, to perform routine administration throughout the time they are held, give the issuer whatever instructions may be required, obtain whatever information may be required from the issuer and demand that the securities be delivered at any time.

If registered securities belonging to you are registered in the name of Winterbotham or of a company designated by Winterbotham in a fiduciary capacity for the purpose, Winterbotham may require that the securities remain on deposit with it.

#### General Custody

Winterbotham may provide physical safekeeping through its agents or nominees of all monies, securities, deeds and documents. Winterbotham may refuse to accept securities, precious metals, bullion, investments that are not securitized, valuables, documents and other items into its custody without stating a reason. The items delivered and accepted into Winterbotham's custody shall be held in custody by Winterbotham exercising the same diligence that it would exercise in respect of its

own assets. You hereby authorise Winterbotham to deposit those items elsewhere than at Winterbotham's own premises, in Winterbotham's name for your account and risk. When Winterbotham acts jointly with another or others, all monies, securities, deeds and documents shall be in the custody of Winterbotham or its agents or nominees but any other trustee shall have all reasonable facilities for inspection or verification.

Custody shall be for an indefinite period. You shall be entitled to request delivery from custody. Such delivery may only be affected during Winterbotham's normal business hours or, in the case of items stored off premises, such delivery times that are customary shall apply. Winterbotham may request the withdrawal of the items held in custody at any time. You agree to meet the transportation costs arising from the withdrawal of any item from custody. Winterbotham may arrange for transport insurance cover for the items at your expense.

#### Minimum Balance

All Accounts are expected to maintain a minimum balance of US\$2,000 on call/current account as a reserve against annual fees and expenses. No interest is payable on call account balances unless a specific agreement is reached and confirmed by us in writing. In order to activate your account, the minimum opening deposit required is US\$10,000, to be received within 30 days of the date of establishment of the account.

#### Account Information and Mailings

Winterbotham will provide you with periodic statements in order to keep you informed. Mailings from Winterbotham are considered to be properly dispatched when sent to the last mailing address indicated by you. The date of our posting shall be presumed to be the date appearing on the copy of the correspondence, or on the mailing register held by Winterbotham. Should your mailing address change you agree to notify us promptly. On receiving your instructions, we will be pleased to send your statement to you by facsimile or by email.

You may also access your account via our Web Site at [www.winterbotham.com](http://www.winterbotham.com) subject to completing the appropriate application.

#### Correspondence

In the absence of specific instructions by you in your account opening documentation, all correspondence (from Winterbotham or from third parties) shall be sent to the residential address (or in the case of a corporation, its registered office address) that you have indicated in the account opening documentation.

Documentation will be sent to your last known address notwithstanding that the address on judicial documents may not correspond with your last known address as reflected in Winterbotham's records. Communications from Winterbotham shall be deemed to have been made as soon as dispatched to the last known address indicated by yourself, the presumed date of dispatch being the one that appears on the duplicate copy held by Winterbotham.

Winterbotham shall collect a semi-annual correspondence charge determined by the quantity of correspondence, such charge to be specified in a specific written agreement. You shall bear all consequences and any damages resulting from the fact that correspondence may be lost, delayed or never received.

#### Bills of Exchange, Cheques and Other Instruments

Payment of money to an Account may be made only by electronic transfers, cheques, promissory notes, bank drafts or other orders for the payment of money, or other instruments or securities whether or not you are a party thereto (the whole hereinafter referred to as "instruments"). Winterbotham will not accept cash deposits for credit to your Account.

Winterbotham is authorised to present for payment or acceptance or collect the instruments through such banks or other agents as Winterbotham may deem best at your sole risk and expense. In carrying out such function, Winterbotham is authorised, save to the extent that definite written instructions have been received by Winterbotham from you, to give such banks or other agents such instructions as to collection as Winterbotham may deem best. Winterbotham may accept in payment of the instruments either cash or bank drafts, cheques, settlement vouchers, clearing house slips or any other evidence of payment.

All funds deposited to the credit of an Account shall at the option of Winterbotham and at your risk be repayable by Winterbotham by way of bank draft, mail or electronic transfer in the designated currency or any other acceptable means.

You shall indemnify Winterbotham against all claims made against Winterbotham and/or liability incurred by Winterbotham under any law having effect within the jurisdiction where any of the instruments are or may be payable, including, but without limiting the generality of the foregoing, any claim and/or liability which may arise by reason of the endorsement of Winterbotham.

Winterbotham reserves the right to withhold payment of funds, or refuse payment on demand if any instrument is:

- (a) not paid on presentation
- (b) paid, but Winterbotham must for any reason refund the proceeds



- (c) dishonoured by refusal or non-payment
- (d) associated with a bankrupt or insolvent party
- (e) lost, stolen, or destroyed through no fault of Winterbotham
- (f) unable to be collected or withdrawn by Winterbotham and also to apply all charges and expenses incurred by Winterbotham in connection therewith by debiting the Account.

#### General Communications

Winterbotham acts on all instructions given or purported to be given by you or on your behalf in writing. At our discretion we may act on instructions given by telephone, email, telefax, telegraph or any other system of communication as agreed upon when the account is opened. You agree that we may accept such instructions based on voice recognition or any other means acceptable to us and that we may refuse any such instructions for any reason.

To help Winterbotham improve its service and in the interests of security and accuracy, Winterbotham may monitor and/or record all telephone calls. Such recordings shall be and remain the sole property of Winterbotham and you agree that Winterbotham shall have the authority to deliver copies or transcripts of such recordings to any court, tribunal, arbitrator or regulatory authority of competent jurisdiction as it sees fit.

Although under no obligation to do so, Winterbotham reserves the right to require particulars enabling it to make sure of the identity of the originator of an order or to require written confirmation of any order or instruction given by any form of telecommunication. It shall assume no liability for refusing to execute orders placed by persons who, in its judgment, have not been properly identified.

If you do wish to use e-mail to communicate with Winterbotham, without prejudice to what is specified in the first paragraph above, your attention is drawn to the fact that messages sent by the Internet cannot be secured, that neither you nor Winterbotham's identity as an Internet user, nor the content of any messages, can be kept secret, and also that data flows between you and Winterbotham, whether encrypted or not, may enable third parties to infer the existence of a banking relationship. Consequently, if you wish to use the Internet to communicate with Winterbotham, you shall alone assume all the risks and bear all the consequences which that may entail.

#### Communication of Payment and Other Instructions

Winterbotham will endeavour to confirm receipt of all wire transfer, security trade or foreign exchange requests within three (3) hours of receipt (on a business day). If a client has not received confirmation, he should contact his account officer immediately, by e-mail or telephone. Unconfirmed requests may not be processed and Winterbotham shall not be liable for any direct or indirect loss or damage, howsoever arising, suffered or incurred by a client as a result of Winterbotham's failure to process any request. A fax confirmation or automated email response is not confirmation of receipt of an instruction.

#### Release from Risks Inherent in Means of Communication

If use is made of the mail service, the telephone, a facsimile machine or any other means of transmission or transportation, you shall assume all the risks and bear all the consequences of such use, and unless there is gross negligence on Winterbotham's part, Winterbotham shall assume no liability with respect to whether messages are authentic, confidential, understandable, misrouted, delayed, lost or not received in full, or whether there may be identification errors.

#### Complaints

You shall have thirty (30) days to make any complaint or objection in writing with respect to the execution or non-execution of instructions of any kind, or to statements of account or any other information provided by Winterbotham, starting from the date of receipt of the documents concerned. If you fail to receive advices or notifications, the above period shall commence on the date on which such advices or notifications would normally have been received. If no complaint or objection is made in writing to Winterbotham within the above period of thirty (30) days, the transactions carried out by Winterbotham, as well as its statements of account and other notifications shall be considered to be true and accurate. The records of Winterbotham (whether kept on paper, electronically or otherwise) shall (in the absence of fraud or manifest error) constitute sufficient evidence of the relevant facts and events.

Where a statement of account has been expressly or tacitly approved, such approval shall extend to all transactions booked as of the closing date, as well as to any reservations expressed by Winterbotham.

Winterbotham reserves the right to require you to sign a document approving the statement of assets in your account.

#### Lien and Set-Off

If you have a debt to Winterbotham, you agree that we can use the money in any Account in your name to pay such debt, whatever its denomination or designation, and whatever the currency in which it is expressed. You also agree that we have a

first and paramount lien and/or pledge on all assets, shares, bonds and other valuables held by us from time to time for your Accounts, either with us, or at any other place. In respect to all claims whatsoever, whether due or contingent, Winterbotham shall also be entitled to realise any security held by us as aforesaid, by private sale or by public auction, or proceed against you in any other manner we may elect.

On the receipt of any bills of exchange, promissory notes, cheques or other negotiable instruments for credit to your Account, we will confirm or reverse such amounts as appropriate, depending upon whether or not the funds are cleared.

#### Foreign Currencies

If you require funds or wish to invest or create deposits or make transfers in foreign currencies, the appropriate foreign exchange transactions, currency restrictions and the charges involved will be for your account. If your Account has balances in several currencies, we shall, unless otherwise instructed, use our discretion in selecting a currency for the transaction.

When so requested, Winterbotham may act on your behalf to effect foreign exchange transactions, for your account and risk. Winterbotham will, at its own discretion, undertake to effect such transactions with a reputable counter-party, securing the most competitive rates as may be reasonably expected. However, given the volatility of currency markets, Winterbotham will not be liable for any currency loss resulting from the execution of the foreign exchange transaction.

#### Incapacity to Act

You are responsible for any loss or liability resulting from your incapacity to act, or from an authorised third party's incapacity to act unless we have been duly notified in advance in writing.

#### Insurance Protection

Winterbotham may effect insurance on behalf of any Account which we consider appropriate in respect of risks which may affect such Account and the premiums for such insurance coverage, may be charged by us against the capital and/or income of such Account.

#### Death of an Individual Account Owner

If any owner of an Account dies, we must be provided with a certified copy of the death certificate and other appropriate documentation before we transfer the balance in the Account and/or any deposited property to any third party.

Under an Agency Account that is held jointly with two or more individuals with right of survivorship, the balance of the account and any deposited property will continue to be held for the surviving owner(s). Where the deceased is the last survivor of the account, payments may be made to the personal representative or heirs of the deceased upon production of the appropriate documentation.

Under an Agency Account that is held jointly as tenants in common, payment of the deceased's pro-rata share shall be made at any time to the personal representative or heirs of the deceased upon production of the appropriate documentation as may be authorised by the competent court of law.

#### Power of Attorney

You may appoint another person or persons to give instructions on your account and all authorised acts of your Attorney are fully binding on you and we will assume no liability for acting on the instructions of your Attorney.

The Power of Attorney may be revoked by you at any time and is automatically cancelled by your death or mental incapacity. However, until we are notified of such death, incapacity or revocation, we are not liable for any acts carried out in good faith.

Where Winterbotham provides members of its executive staff to fulfil and perform the function of directors of a company beneficially held by a customer, Winterbotham will under no circumstances issue full and general administrative powers of attorney. Winterbotham is prepared to issue limited powers of attorney for specific purposes and for a defined period up to a maximum of twelve months from date of issue to you or your agent or attorney subject to our prior evaluation of your requirements.

#### Bearer Shares

Winterbotham will under no circumstances operate with companies which allow or have issued bearer shares.

#### Business Continuity

Winterbotham has the prerogative to outsource our services and information technology to any one or more of our subsidiaries and affiliates. Such outsourcing is fundamental to the quality of our services and is a consequence of our business continuity plans. This outsourcing is provided for under the laws of the Commonwealth of The Bahamas, and as such is documented under the appropriate service level agreements safeguarding the interests of our customers at all times.



#### Saturdays Considered Public Holidays

In all dealings with Winterbotham, Saturdays and Sundays together with Bahamian public holidays shall be considered to be public holidays.

#### Amendments

Winterbotham reserves the right to amend these Terms and Conditions at any time. You shall be informed of such amendments in writing or in any other appropriate manner. If such amendments are not protested within thirty (30) days, they shall be considered to have been approved.

#### Waiver

A failure by Winterbotham to enforce or exercise, at any time any of the Terms and Conditions or any other right or remedy available to it does not amount to and shall not be construed as a waiver of such term, right or remedy and shall in no way affect Winterbotham's right to subsequently enforce or exercise these Terms and Conditions.

#### Notices

Any notice, statements, revised Terms and Conditions and other communication from Winterbotham to you shall be in writing and given by hand delivery, fax, electronic mail or post and shall be deemed to have been duly given when delivered by hand or when transmitted by fax or when stored in your electronic mailbox or on the fourth day following posting to you at the address held by Winterbotham.

#### Right of Compensation

Winterbotham shall be entitled to charge and be paid out of your Account or Facility as a first charge thereon remuneration in accordance with its published or negotiated fees and charges in force from time to time. The assets of the Account or Facility shall be considered subject to a lien or pledge in favour of Winterbotham to secure payment of such fees and charges.

Winterbotham's fees and charges are in addition to legal fees and other out-of-pocket expenses incurred in managing the Account or Facility. Annual fees and charges are estimated for the year and payable quarterly or monthly in advance, subject to the pertinent agreement, the first instalment becoming due on the set-up date of the Account or Facility. Pro-rata adjustments will be made at year-end to reflect substantial asset increases or decreases and accumulated income. Asset value for the purpose of calculating fees is the higher of book or market value. Where the value of an asset is not readily ascertainable, an estimate of value shall be applied. Initial fees, commissions, charges and all out-of-pocket expenses are payable as incurred. All compensation and out-of-pocket expenses are payable in U.S. dollars or the U.S. equivalent in any other major currency. All compensation shall be charged to either income or capital or both after consultation with the Account Holder, but, nevertheless, at Winterbotham's discretion.

Winterbotham shall have the right to collect all compensation either directly or through its agents or nominees. Distribution, withdrawal or termination fees are a charge against the amount of capital paid away at the time of payment or transfer.

Winterbotham shall be entitled to retain any remuneration or profit which it may receive and shall be indemnified against all costs, expenses and losses by reason of it or any of its subsidiary or associated companies acting as:

- (a) stockbroker, commodity broker, banker, bond dealer, insurance company or agent, safekeeping agent, depository bank, real estate agent or agent/principal in any other transaction;
- (b) manager, trustee or investment advisor of an investment fund of which the shares form part of the assets in any Account of which we are an executor or trustee;
- (c) nominee shareholder, director or officer of a company, of which shares, stock or debentures form part of the assets of any Account of which we are executor or

trustee.

Winterbotham may employ and retain any company, concern or individual and pay any compensation for such professional or other assistance from your Account, notwithstanding that, Winterbotham or its parent company or any of its subsidiary or associated companies has a relationship with such company, concern or individual. All compensation payable to Winterbotham is subject to review from time to time.

#### Disclaimer on Advice

You hereby confirm that in any matters relating to the Account, its proposed form and its planned day-to-day business, you have at all times been separately advised in both the legal and taxation aspects by your own advisors or relied on your considered judgement.

Winterbotham does not accept any liability or responsibility for the success or otherwise of any plans undertaken by it on your behalf and Winterbotham cannot offer any form of assurance that the arrangements suggested or implemented will attain the objectives and advantages intended.

#### Termination / Closure of Account

Winterbotham may at any time, in its sole discretion, without liability, close the Account. Winterbotham shall not be liable for any consequences arising out of such closure of the account. You may close your Account for any reason, at any time, subject to any written notice required in the specific agreement with Winterbotham relating to the Account or Facility. We require only that you leave sufficient funds in your Account to cover any uncharged or unpaid fees, expenses or other obligations.

Winterbotham reserves the right to cancel all credit lines and to declare that all of its claims against you have become payable. In principle, termination shall not interrupt current investments.

In the event of your death, legal incapacity or bankruptcy, Winterbotham shall accept further instructions only from your personal representatives, guardian or trustee-in-bankruptcy, as applicable.

Unless otherwise agreed in writing by Winterbotham, the contractual relationship between you or your attorneys and Winterbotham shall not be terminated by your death, legal incapacity or bankruptcy.

#### Applicable Law

These Terms and Conditions shall be subject to, and be construed and interpreted in accordance with the laws of the Commonwealth of The Bahamas.

- (a) You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of competent jurisdiction in the Commonwealth of The Bahamas in any action or proceeding arising out of or relating to these Terms and Conditions and you hereby irrevocably agree that all claims in respect of such action or proceedings may be heard and determined in any such court and irrevocably waive any objection you may now or hereafter have as to the venue of any such action or proceeding brought in such a court or the fact that such court is an inconvenient forum.
- (b) You irrevocably and unconditionally consent to the service of process in any such action or proceeding in any of the aforesaid courts by the mailing of copies of such process to you, by certified or registered mail at your or such other parties' address notified in writing to Winterbotham.
- (c) You agree that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right of Winterbotham to sue in any other jurisdiction.
- (d) You waive to the maximum extent not prohibited by law any right you may have to claim or recover in any legal action or proceedings, any exemplary, punitive or consequential damages.