



# Integrated Capabilities

## Integrated-Capabilities Ltd Standard Terms Of Business - CSP

[www.integrated-capabilities.com](http://www.integrated-capabilities.com)

### **STANDARD TERMS OF BUSINESS – CSP BUSINESS**

The following terms and conditions (the “Terms”) shall govern the relationship between (1) INTEGRATED-CAPABILITIES LTD (including any of its subsidiary, associated or affiliated companies from time to time)(the “Administrator”), (2) the company in respect of which Administrator provides its Services (the “Company”) and (3) the owner of the Company (the “Owner”).

In these Terms:

“Agreement” means the agreement comprising these Terms, the Letter and the Schedule.

“Indemnified Person” means the Administrator and each of its past and present employees, agents, officers and servants from time to time.

“Letter” means the letter of engagement (as amended from time to time) addressed to the Company and the Owner by the Administrator in respect of the Services.

“Services” means the services specified in the Schedule.

“Schedule” means the schedule appended to the Letter.

The Owner gives the undertakings and indemnities set out herein in consideration for the Administrator agreeing to provide the Services to the Company.

#### **1. The Administrator’s duties**

1.1 The Administrator is appointed to act by the Company and its duties are owed solely to the Company on the basis of these Terms. The Administrator will provide the Services (or such other services as may be agreed in writing between the Company and the Administrator) with the reasonable skill and care of a professional corporate service provider in all cases as soon as reasonably practical. Time shall not be of the essence of the Agreement.

1.2 The Company and the Owner agree that in connection with the provision of the Services the Administrator may instruct legal and other advisors from time to time on behalf of the Company and it is agreed that such costs shall be covered by the indemnity arrangements referred to herein.

1.3 The Company and the Owner agree that the scope of the Services is as described in the Schedule. The Administrator shall not be responsible for providing any advice or other services outside this scope unless otherwise agreed in writing.

1.4 It is possible that relevant changes in law or regulation or its proper interpretation or application may occur after provision of the Services or any aspect of them. Unless the Administrator has specifically agreed to the contrary in the Agreement, they shall not be obliged to provide any advice in respect of such changes or their implication nor to revise, amend or qualify the Services or any aspect of them that have already been provided when such changes occurred.

1.5 Some Services may be delegated to other

offices of the Administrator.

1.6 For the purposes of clarification it is recorded that the Administrator will not be providing any tax or investment advice under the Agreement.

## **2. The duties of the Company and the Owner**

2.1 The Company and the Owner agree on demand to provide to the Administrator such information, records and financial statements as it reasonably considers necessary in order to ensure that the Company complies with all applicable legislation and that any officers provided by it can perform their duties to the standard imposed by all applicable legislation.

2.2 The Owner is responsible for ensuring that he has taken and warrants that he has taken all necessary tax and legal advice in all relevant jurisdictions outside the Isle of Man with regard to the establishment and operation of the Company and for ensuring that the activities or proposed activities of the Company will not breach the laws of any relevant jurisdiction. Save as agreed in writing the Administrator is not responsible for advising the Owner in relation to any matter and the Administrator does not accept any liability or responsibility for the success or otherwise of any plans undertaken by or on behalf of the Company and the Administrator does not offer any form of assurance that arrangements suggested or implemented attain or will attain the objectives and advantages intended.

2.3 In order to enable the Administrator to meet its legal and regulatory obligations in

respect of the administration of the Company, the Company and the Owner agree to keep the Administrator fully and promptly informed of the beneficial ownership of the issued share capital of the Company and of any changes or dealings in relation thereto (whether by transfer or grant of option or agreement to do so or otherwise). No transfer, pledge or other encumbrance of the beneficial ownership of any Company or any interest therein or the proceeds thereof shall be effective without written notice signed by the Owner being received by the Administrator, with such other proof or other documentation as the Administrator may require and be agreed and accepted by the Administrator in writing. The Administrator shall not be liable to any person acting or not acting in reliance upon any alleged transfer, pledge or other encumbrance.

2.4 The Company and the Owner undertake forthwith to inform the Administrator of any other matters that might affect the Company and/or the Administrator's willingness to provide, or continue to provide, any of the Services or any matter that is material to the management or affairs of the Company.

2.5 The Owner irrevocably agrees that the Administrator can (but shall not in any event be obliged to) rely on communications received from him in determining what steps it is required to take in administering the Company.

## **3. Fees and payment**

3.1 The Company agrees to pay the Administrator's fees and disbursements as set out in the Letter and Schedule and this clause 3

upon presentation of the Administrator's invoice. The Company agrees forthwith on demand to indemnify the Administrator in respect of all and any liabilities, costs or expenses reasonably incurred by the Administrator in the course of providing the Services unless such liability results from the Administrator's gross and/or intentional negligence or fault, or by fraud or any illegal act on the part of the Administrator. The Administrator will not be required to incur any expenses or make any payments in the course of providing the Services unless the Administrator has received sufficient funds in advance.

3.2 In the event that any fees and disbursements remain unpaid 30 calendar days after the due date for payment the Owner agrees to pay and discharge any such fees and disbursements forthwith on demand save for invoices unpaid as a result of shortcomings by the Administrator in the performance of the Services. The Owner further agrees to pay to the Administrator interest from day-to-day, both before and after any judgment, calculated at the rate of two percent (2%) above the one month London Inter-Bank Offered Rate (LIBOR) from time to time from the due date for payment until actual payment on any payment overdue for more than 30 calendar days (notwithstanding that the Administrator may not have made a demand for payment of any overdue payment). If not paid within 10 calendar days of demand interest will be added to any payment overdue and will itself bear interest from the day of demand until payment.

3.3 In the event that either clause 3.1 or 3.2 or both have not been complied with, subject to any

applicable legal, regulatory or other professional restrictions or requirements, the Administrator may, without being liable for the consequences, take only the minimum steps in relation to the Company which are required by reason of the Administrator's role in relation to the Company.

3.4 The Administrator's fees will reflect not only time spent in providing the Services but shall also take into account such factors as urgency, complexity, responsibility, inherent risks, know-how and research as well as the level of skill and expertise required by the Administrator's personnel to perform the Services.

3.5 The Administrator may charge additional fees for the provision of the Services where the volume of work required to be carried out by the Administrator is greater than expected, for example, as a result of the Company or the Owners (lack of) instructions, failure or delay in providing information, the Administrator having to deal with outstanding queries, the inaccuracy of any material or otherwise.

3.6 Where the Administrator's fees are charged on the basis of hourly rates, they will be calculated on the basis of there being 12 units of 5 minutes in each hour. Actual time spent will be charged rounded up to the nearest unit above. i.e. 10 minutes, 15 minutes etc. The standard hourly rate applicable to the provision of the Services shall, in the absence of any agreement to the contrary, be at the Administrator's prevailing hourly rate. The prevailing hourly rates will also apply to time spent in relation to clause 3.5.

3.7 Where the Administrator's fees are

charged on the basis of daily rates, they will be calculated on the basis of seven working hours per day worked. Hours worked in excess of seven hours may be charged on a pro-rata basis. Hours worked on Saturday, Sunday or a bank holiday in the Isle of Man may be subject to a premium at the discretion of the Administrator.

3.8 All fees are stated exclusive of disbursements. The Company and the Owner agree to pay all reasonable disbursements, e.g. courier expenses, travel, accommodation etc that the Administrator reasonably incurs in connection with the provision of the Services.

3.9 If the Administrator's personnel are required to work away from home for extended periods, the Administrator shall be entitled to determine how their time is divided between the location away and their home. Travel time, other than time spent travelling from a local residence to the normal place of work, may be charged at the Administrator's standard hourly rate.

3.10 Any estimate that the Administrator provides, whether for budgeting or any other purpose, is indicative only and is not contractually binding.

3.11 All fees and charges are exclusive of Value Added Tax and other applicable duties (if any), which shall be payable in addition to such fees and charges by the Company and/or the Owner.

3.12 The Administrator's fees shall be subject to an annual increase effective January 1 in each subsequent year during the continuance of the

Agreement. Such increase shall be calculated by reference to Eurostat's flash estimate for Euro area annual inflation as at December 31 of the immediately preceding year during which the Services are to be rendered ("Flash Estimate") plus 1.5% of the immediately preceding year's scale of charges. In the event that the Flash Estimate is a negative figure the Flash Estimate shall be ignored for the purpose of calculating the annual increase so that the Administrator's fees shall increase only by 1.5% of the immediately preceding year's scale of charges. Subject to the foregoing and to any contrary agreement in relation to annual or other periodic charges the Administrator shall be entitled to vary such scale of charges by not less than 30 calendar days' notice.

3.13 Invoices (including disbursements incurred on behalf of the Company) will be rendered to the Company periodically. On occasion there may be a timing difference between the date a disbursement is incurred and the date it is billed. Therefore invoices may not necessarily include all disbursements incurred on behalf of the Company at the date of issue. In these situations, the disbursement will be included on a future invoice.

3.14 The Administrator shall be entitled and is irrevocably authorised to withdraw funds from any moneys held by it on behalf of, or any account managed by it on behalf of, the Owner and/or the Company in order to discharge all and any fees and expenses payable hereunder.

3.15 The Company and the Owner agree that the Administrator, its subsidiaries and

associated companies and their officers, agents and employees shall be entitled to retain any commission or fee which is paid or may become payable to them notwithstanding that such commission or fee is payable as a direct or indirect result of this appointment or any dealing with property which is or may become associated with the appointment hereunder provided that such person shall disclose details of the commission or fee to the Company and the Owner prior to it being paid or as soon as reasonably practical thereafter.

3.16 The Administrator may at any time request the Company and/or the Owner to pay money on account of anticipated fees and disbursements.

#### **4. Indemnity and Limitation of Liability**

4.1 To the extent permitted by law the Company and the Owner jointly and severally undertake and agree to indemnify each Indemnified Person against all and any costs, claims, losses, expenses, damages and liabilities whatsoever (including without limitation legal costs and expenses) that may be incurred or suffered by any Indemnified Person however arising (other than by reason of fraud or dishonesty on the part of any Indemnified Person) in connection with the provision of the Services or the performance of the Agreement and/or their duties as officers of the Company. The Administrator accepts this indemnity for itself and as trustee for each Indemnified Person. It should be noted that this clause 4 shall survive the expiry or termination of the Agreement.

4.2 The Administrator's liability to the

Company and the Owner jointly in respect of anything done or omitted to be done by the Administrator under the Agreement shall be limited to the amount paid out in the relevant case by the professional liability insurance of the Administrator. If the insurer makes no payment under the insurance, the liability of the Administrator shall be limited to an amount which will not exceed three times the amount of fees (net of disbursements and VAT) paid to the Administrator for the Services during the twelve months prior to any such breach arising and in all circumstances, subject to a maximum liability of £40,000 provided that the Administrator does not exclude or restrict its liability for death or personal injury arising from the negligence of the Administrator or any Indemnified Person or for the Administrator's liability arising as a result of fraud on the part of the Administrator or of any Indemnified Person.

4.3 The Administrator shall not be liable for loss of profits or any indirect or consequential loss or damage arising from or in connection with the Services.

4.4 The Administrator shall not be liable for any loss or damage arising from or in connection with any default or other act or omission on the part of any bank or other financial institution with which money has been deposited in connection with the Services or otherwise.

4.5 Claims for loss or damage arising from or in connection with the Services can only be made against the Administrator and not against the other Indemnified Persons on a personal basis.

### 5. Information and confidentiality

5.1 The Administrator agrees that where the Owner or the Company gives it confidential information subject as stated herein it shall use all reasonable endeavours to keep it confidential.

5.2 Without prejudice to the said duty of confidentiality, the Administrator reserves the right to act for other clients (including competitors of the Owner/Company).

5.3 The Company and the Owner acknowledge and accept that the Administrator provides its services to a large number of companies, organisations and individuals worldwide and that the Administrator may provide services to companies, organisations and individuals which the Company and the Owner might regard as giving rise to a conflict of interest. Whilst the Administrator will endeavour to identify and manage such situations the Administrator cannot be certain, particularly if agents or correspondents are used, that the Administrator will identify all of those that exist or may develop. The Administrator therefore requests the Company and the Owner to notify the Administrator of any conflicts relating to the Services of which the Company or Owner are or become aware. Where any such conflicts are identified and the Administrator believes that the interests of the Company and the Owner can be properly safeguarded by the implementation of procedures the Administrator will discuss and agree with the Company and the Owner the arrangements that the Administrator will put in place to preserve confidentiality and to ensure

objectivity on the part of the Administrator in the provision of the Services.

5.4 The Company and the Owner consent to the use, by the Administrator (or any third party acting on behalf of the Administrator), of information (including personal data) provided by the Company and the Owner ("Data") for the purpose of enabling the Administrator to undertake due diligence enquiries of the Company and the Owner and to comply with any legal and regulatory requirements which shall include carrying out initial and on-going background checks ("Purpose"). The Company and the Owner further consent to the transfer of the Data outside the Isle of Man and the European Economic Area to enable the Administrator (or any third party acting on behalf of the Administrator) to process the Data for the Purpose.

5.5 The Company and the Owner acknowledge that the Administrator is bound by regulatory and other obligations under law of the jurisdiction in which the Services are provided and the jurisdiction of incorporation of the Company and agree that any action or inaction on the part of the Administrator as a result thereof shall not constitute a breach of the Administrator's duties hereunder.

5.6 The Company and the Owner consent to the storage of information in connection with the provision of the Services by the Administrator (or any third party acting on behalf of the Administrator):

5.6.1 on any device that can be easily

transported including but not limited to laptop, mobile phone, USB memory sticks, CD\DVD Rom and other storage devices; and/or

5.6.2 using internet based banking, document management and retrieval systems.

5.7 Any report, letter, information or advice the Administrator gives to the Company and the Owner during this engagement is given in confidence solely for the purpose of this engagement and is provided on condition that the Company and the Owner, save as required by any applicable law or regulation, undertake not to disclose the same, or any other confidential information made available to the Company and the Owner by the Administrator without its prior written consent.

5.8 The Administrator shall not in any event be required or obliged to take any action which it considers to be unlawful or improper or which may cause it or any Indemnified Person to incur any personal liability and the Company and the Owner agree that the Administrator shall not be liable for refusing to take any such action.

5.9 Notwithstanding any provision hereof the Administrator shall be entitled and is irrevocably authorised to open and read all and any correspondence, letter, fax or other communication received by the Company and/or it on behalf of the Company or the Owner.

## **6. Monies held by the Administrator**

6.1 Moneys held by the Administrator on behalf of the Company and/or the Owner shall be held in a clients trust account in trust for the

Company or the Owner as the case may be. Provided that for the avoidance of doubt the Company acknowledges that any money held in the Company's bank account shall not be held in a trust account.

6.2 The Administrator shall use all reasonable endeavours to procure that amounts held in clients trust accounts are interest bearing at a reasonably competitive rate of annual interest and shall provide details of such rates from time to time on request provided that no interest shall be payable in respect of balances not exceeding GBP5,000 or its equivalent in a freely convertible currency.

6.3 All interest earned on monies held in accordance with clause 6.2 hereof shall accrue for the sole benefit of the Owner or the Company as the case may be and shall be credited to the relevant account.

## **7. Notices**

7.1 Any notice or other document to be served under the Agreement must be in writing and may be delivered by hand or sent by pre-paid letter post or facsimile transmission to the party to be served at that party's address as set out in the Letter (or as varied from time to time by notice in writing in accordance herewith from time to time).

7.2 The Company and the Owner hereby authorise the Administrator to communicate with them by unencrypted electronic mail and agree that the Administrator shall have no liability for any loss or liability incurred by the Owner/



Company by reason of the use of electronic mail (whether arising from malware or otherwise) and hereby release the Administrator from any such liability. The Administrator shall not be liable for any loss or damage caused by the transmission by it of an infected email.

### **8. Assignment**

These Terms shall be binding upon and enure for the benefit of the successors of the parties but shall not be assignable in whole or in part by either parties without the prior written consent of the other.

### **9. Termination and Suspension of Services**

9.1 The Agreement may be terminated by the Administrator or the Company by one party giving 30 calendar days written notice (or such shorter notice as the other parties may agree to accept) to the other party whereupon the Agreement and the obligations of the parties (save as set out in clauses 3, 4, 5, 9.6 and 9.7 and in respect of antecedent breaches) shall cease and terminate.

9.2 The Agreement may be terminated with immediate effect by notice in writing by either the Company or the Administrator in the event that:-

9.2.1 the other party commits any material breach of its obligations under the Agreement or under any other agreement between the parties; or

9.2.2 its performance or any aspect of it results, or might result, in either party breaching any

legal or regulatory requirement in any applicable jurisdiction. Notwithstanding the above, in such circumstances, either party may seek to vary the Agreement to avoid such a legal or regulatory breach; or

9.2.3 the other party goes into liquidation (except for the purpose of a bona fide solvent amalgamation or re-organisation) or is declared bankrupt; or a bankruptcy petition is presented against him or a receiver or administrator is appointed in respect of it; or

9.2.4 any encumbrancer takes possession of a material part of the property of the other party or execution is levied in respect of the other party's assets; or

9.2.5 anything analogous to any of the foregoing occurs in relation to the other under the law of any jurisdiction.

9.3 The Administrator shall be entitled to terminate the Agreement with immediate effect by written notice to the Company in the event that:

9.3.1 sanctions are imposed on the Company, any officer or direct or indirect shareholder of or person otherwise connected with the Company or the Owner in any jurisdiction in which The Administrator operates; or

9.3.2 any legal proceedings are commenced against the Company (including any injunction or investigation proceedings).

9.4 Termination shall be without prejudice to any rights or liabilities of any party either arising prior to termination or arising in respect of any act or omission occurring prior to termination.

9.5 In the event of termination, the Administrator shall not be obliged to return all or any part of the fees and expenses paid to it hereunder (save for amounts paid on account of disbursements to be incurred).

9.6 In the event of termination the Administrator, the Company and the Owner shall each arrange that all such acts are done as may be necessary to give effect to such termination and the Owner shall within 30 calendar days of the date of termination procure the appointment of a successor administrator and replacement officers and the Administrator shall, subject to payment of all amounts due to it, co-operate with the Owner in relation to such appointments. If no such directions are given the Administrator may notify the Registrar of Companies or other appropriate authority in the relevant jurisdiction that it no longer provides the registered office, secretary and registrar of the Company and it may resign as officers of the Company.

9.7 Upon the termination of the Agreement, the Administrator shall deliver to the Owner or to whom the Owner may direct all statutory books, registers, books of account, correspondence and records relating to the affairs of the Company which are the property of the Owner and which are in the Administrator's possession. For the avoidance of doubt, the Administrator shall be entitled to retain copies of all records relating to the administration of the Company delivered to

the Owner or to whom the Owner may direct.

9.8 In any case where the Administrator is entitled to terminate the Agreement hereunder the Administrator shall be entitled, without prejudice to such right to terminate, to suspend the provision of the Services hereunder for such period and on such basis as it may determine and during such period the Administrator shall not have any duty to provide any service hereunder.

9.9 The Company and the Owner acknowledge that notwithstanding the right of the Administrator to terminate or suspend the Services in accordance herewith the Administrator (and/or its officers, agents and employees) may have continuing regulatory/fiduciary duties under applicable law. Accordingly, without prejudice to its rights, it is agreed that the Administrator shall be entitled (but not obliged) to continue to provide the Services so as to discharge such duties and shall be entitled to charge its applicable rate for the provision thereof and without prejudice to the generality hereof the Administrator reserves the right to cause the Company to be dissolved in accordance with applicable law in such circumstances.

9.10 If (a) the Agreement is terminated by the Administrator under the provisions of clauses 9.1, 9.2 or 9.3 and (b) at the date of termination the whole or any part of the issued share capital of the Company (the "Shares") is registered in the name of the Administrator and held by the Administrator as nominee for the Owner and (c) the Owner shall fail within 30 calendar days of the date of termination to provide the Administrator with particulars of the transferee into whose

name the Shares should be transferred the Administrator, in its absolute discretion, shall be irrevocably authorised by the Owner to execute an instrument of transfer naming the Owner as transferee of the Shares.

9.11 The Administrator shall not be liable for the consequences of its action pursuant to clauses 9.1, 9.2 or 9.3 and pending such transfer the Administrator may disregard directions from the Company. It is further agreed by the Company and the Owner that in the event of the Administrator being entitled to act in accordance with the provisions of clauses 9.1, 9.2 or 9.3 then these Terms shall continue to apply for the benefit of the Administrator until the process of removal of the affairs of the Company affected to the Administrators successors has been completed.

9.12 The remaining provisions of these Terms including without limitation provisions relating to notices, indemnities and fees shall survive termination.

### **10. Retention of Files and Records**

It is the practice of the Administrator to make and file electronic copies of documents, memoranda, notes and correspondence and, save for original signed deeds, minutes and share certificates, the Administrator shall be entitled (but not obliged) to destroy hard copies and store the remainder of the files electronically. After six years, continued retention (whether in electronic form or otherwise) of files of papers and documents (other than originals) is on the clear understanding that the Administrator has the right to destroy all such files at such time as the Administrator considers appropriate. In accepting these Terms

the Company will be deemed to have agreed to the destruction of such records. If the Company wishes the Administrator to retrieve specific documents and other papers the Administrator reserves the right to charge for such services.

### **11. Data Protection**

The Administrator is registered as a holder of personal data under the Isle of Man Data Protection Act 2002 (as amended from time to time). The Company and/or Owner may at any time request, in writing, a copy of their respective personal data held in electronic form.

### **12. Non-solicitation of Administrator's employees**

The Company and the Owner each agree that for a period of two years following the termination of the Agreement, neither the Company nor the Owner will directly or indirectly solicit, induce, recruit or encourage any of the Administrator's employees to leave their employment, nor take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Administrator, either for the Company, the Owner or for any other person or entity.

### **13. Quality of Service**

13.1 If the Company or Owner would like to discuss how the Administrator could improve its services or if the Company or Owner is unhappy with the Services they are receiving, they may contact the Managing Director of the Administrator or, in his absence, any of the other Directors of the Administrator.

13.2 All complaints are carefully considered as soon as reasonably possible after receipt. Where the complaint qualifies as a complaint as defined in applicable regulations in force from time to time in relation to the Administrator and is not resolved to the Company or Owners satisfaction within an appropriate time, the Administrator will provide its written procedure for dealing with complaints.

#### **14. Third Parties**

14.1 The advice and information the Administrator provides to the Company and/or the Owner is for their sole use and benefit and not for any third party to whom the Company or Owner may communicate it.

14.2 No term of these Terms is intended for the benefit of any third party, and the parties do not intend that any term of the Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 2001 or otherwise.

#### **15. Force Majeure**

The Administrator, the Company or the Owner shall not be liable for any delays or non-performance directly or indirectly resulting from circumstances or a cause beyond their reasonable control.

#### **16. Insurance protection**

16.1 The Administrator may affect insurance on behalf of any Company which it considers appropriate for risks which may affect such Company.

16.2 The Administrator may affect additional insurance on behalf of itself where it considers

appropriate for risks which may affect the Administrator as a result of providing the Services to the Company.

16.3 The Administrator may charge the premiums for such insurance coverage effected under 16.1 and 16.2 against the capital and/or income of such Company or to the Owner.

#### **17. Severability**

In the event and to the extent that any of these Terms shall be determined to be invalid, unlawful or unenforceable, any such Terms shall be severed from the remaining Terms which shall continue to be valid and binding to the fullest extent permitted by law

#### **18. Miscellaneous provisions**

18.1 If there is more than one Owner, unless there is evidence supporting the existence of a tenancy in common, the Company ownership will be deemed to be a joint tenancy with all rights to the Company and under the Agreement passing to the survivor on the death of the first or subsequent Owners. In addition the following will apply:

18.1.1 Subject to the limitations imposed by clause 18.1.4 the Administrator is empowered to act on authorisations or instructions of any one or more of the Owners unless otherwise directed by all of the Owners in writing;

18.1.2 The rights, duties, obligations or liabilities of such Owners shall be joint and several;

18.1.3 Notices may be served by the Administrator on any one or more of the Owners and shall be effective notice to all Owners;

18.1.4 The Administrator shall require the written authority and instructions of all such Owners in respect of the notice regarding termination of the Services.

18.2 If the Owner or any one of them shall die, become bankrupt or of unsound mind or, being a company, shall be dissolved or enter into winding-up or any analogous process, then the Administrator may, but shall not be obliged to, require proof to its satisfaction that any person claiming authority in respect of a company by or through the Owner has such authority and, pending proof, the Administrator may in its complete discretion and without liability for the consequences, act or decline to act on the directions of such claimant.

### **19. Intellectual Property Rights**

The Administrator owns all the intellectual property rights in all systems, techniques, methodologies, ideas, concepts, information, documents and know-how developed during the performance of its duties including without limitation any copyright. The Administrator shall be free to use any systems, techniques, methodologies, ideas, concepts, information, documents or know-how it may develop or use in the performance of its duties under the Agreement for other clients subject to not being in breach of any duty of confidentiality.

### **20. Waiver**

Any delay in enforcing any provision of the Agreement will not affect or restrict any of the rights and powers arising under the Agreement. The Company, the Owner and the Administrator or any one of them will only be taken to have released their rights under the Agreement if such

release is confirmed in writing.

### **21. Deemed Acceptance**

The Company and/or the Owner shall be deemed to have accepted these Terms if the Administrator is instructed in relation to the Services.

### **22. Entire Agreement**

22.1 The Letter, the Schedule and these Terms constitute the entire agreement between the parties in relation to the provision of the Services to the Company.

22.2 Subject to any applicable legal, regulatory or other professional restrictions or requirements, the Company, the Owner and the Administrator each acknowledge that they have not entered into the Agreement on the basis of and have not relied upon any statement, representation, warranty or other provision, except those expressly included in the Agreement. Subject as previously mentioned, no remedy shall be available in respect of any untrue statement, representation or warranty other than a remedy under the Agreement. This clause shall not apply to any statement, representation or warranty made fraudulently.

### **23. Law and jurisdiction**

The Agreement shall be governed by and construed in accordance with Isle of Man law and any dispute arising in respect thereof shall be subject to the exclusive jurisdiction of the Isle of Man High Court and the Company and the Owner hereby submit to the exclusive jurisdiction of the Isle of Man High Court.

(STBCSP 2012-07)

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Integrated-Capabilities Ltd is licensed by the Isle of Man Financial Services Authority to provide corporate and trust services.