

VISTRA (UK) LIMITED
TERMS AND CONDITIONS APPLICABLE TO
REGISTER OF OVERSEAS ENTITIES SERVICES

The UK Register of Overseas Entities services provided by us (the “**Services**”) are described below and are provided on the basis of these terms and conditions (these “**Terms**”).

Our standard terms of business (the “**Standard Terms**”) are available at www.vistra.com/uk/terms and set out additional terms which apply to the Services. If these Terms differ to those set out in the Standard Terms, these Terms shall override the Standard Terms.

The Standard Terms include our data processing addendum. Where we process any personal data in relation to the supply of the Services, the terms of that data processing addendum shall apply.

For the purposes of these Terms, Vistra (UK) Limited is “**Vistra**”, you are the “**Client**” and the overseas entity is the “**Entity**”.

PART 1: THE SERVICES

1. Analysis

- 1.1. Vistra shall advise the Entity on which information about the beneficial ownership of the Entity needs to be captured on the UK Register of Overseas Entities (the “**Analysis**”).
- 1.2. Where the Analysis is, in Vistra’s opinion, complex, Vistra may:
 - (a) arrange for Vistra Corporate Law Limited (“**VCL**”) to carry out the Analysis; and
 - (b) introduce the Client and/or Entity to an appropriate person at VCL and require that their instructions are provided directly to VCL.
- 1.3. VCL is authorised and regulated by the Solicitors Regulation Authority under licence no. 605152, in the supply of legal services.
- 1.4. The Client shall provide Vistra and/or VCL promptly and accurately with all such instructions, information and documents as may be necessary or required by Vistra and/or VCL to provide the Analysis competently.
- 1.5. Vistra and/or VCL shall rely on the information and documents provided to it and shall not audit or carry out any verification of the information or documents.

Client’s warranties

- 1.6. The Client warrants that:
 - (a) the documents and information provided to Vistra and/or VCL shall be true and accurate in all respects; and
 - (b) it has the consent of each individual in respect of whom documents and information is disclosed to Vistra and/or VCL to such disclosure.

2. Verification Services

- 2.1 Vistra shall:
 - (a) carry out a verification (the “**Verification**”) of the documents and information provided to it (together the “**Information**”) before the Entity makes an application for registration, compliance with its updating duty or an application for removal from the Register of Overseas Entities, as instructed by the Client; and
 - (b) make the necessary filings at Companies House in connection with the Verification, together the “**Verification Services**”.
- 2.2 Vistra shall not be required to verify the Information if:
 - (a) the Information provided to it is, in Vistra’s opinion, insufficient, deficient, inaccurate, incomplete, false or is otherwise unsatisfactory in any respect; or

- (b) Vistra determines that in doing so, it may be in breach of any law, regulation or government guidance applicable to the Verification Services (the “**Applicable Law**”).

2.3 The Client acknowledges and accepts that, when providing the Verification Services, Vistra:

- (a) does not guarantee successful Verification before or after the Information is received, nor before or after any additional documents or information requested by Vistra is received;
- (b) must only carry out the Verification on the basis of Information obtained from a reliable source which is independent of the person whose identity is being verified;
- (c) may only accept non-standard documents in exceptional circumstances and only in compliance with Applicable Law;
- (d) must file a discrepancy report with Companies House, where Vistra discovers a discrepancy with information on the UK People with Significant Control Register;
- (e) may take such additional steps as Vistra may, in its discretion determine, to verify the Information provided to it, including carrying out electronic verification of the Information;
- (f) where any Information is not, in whole or in part, in the English language, may require that it is translated by a certified translator; and
- (g) is only required to verify the Information that has been provided to it.

The Client’s obligations

2.4 The Client shall:

- (a) provide Vistra promptly and accurately with all such Information as may be necessary or required by Vistra to provide the Verification Services competently and in compliance with Applicable Law. Such Information will include documents and information about the beneficial ownership of the Entity, as well as about the Entity itself and any of its managing officers;
- (b) promptly respond to any enquiries made by Vistra in respect of the Information provided to it, including providing any additional documents or information that may be required by Vistra; and
- (c) make the beneficial owner, managing officer or any other person reasonably required by Vistra available in person or via video-link in order for the original document to be shown to Vistra and to enable Vistra to confirm that the photograph in the document is a true likeness of that person.

2.5 The Client warrants that:

- (a) the Information provided to Vistra shall be true and accurate in all respects; and
- (b) it has the consent of each individual in respect of whom Information is disclosed to Vistra to such disclosure, and for that Information to be verified.

3. Annual and Ad Hoc Services

3.1 The Client acknowledges and accepts that each Entity has a duty to ensure the information that it has submitted to Companies House remains accurate and up-to-date.

3.2 Vistra shall:

- (a) remind and advise the Client of the latest date on which the annual statement must be filed at Companies House; and
- (b) prepare and, subject to receiving the Client’s confirmation of its accuracy and the required filing fee, file at Companies House the annual statement as required by Applicable Law,

together the “**Annual Services**”.

- 3.3 Where the Client requests that Vistra provides any ad hoc Services (the “**Ad Hoc Services**”), such as an application for removal from the Register of Overseas Entities, the Ad Hoc Services shall not form part of the Annual Services, and Vistra shall charge for the Ad Hoc Services at its applicable rates in force at the relevant time.
- 3.4 Where, as part of the Annual Services or the Ad Hoc Services, Vistra is required to
- (a) provide an Analysis and/or a Verification, Clauses 1 and/or 2 of these Terms shall apply, as applicable; or
 - (b) update any registered particulars,
- Vistra shall be entitled to charge for this work at its applicable rates in force at the relevant time. Vistra may require additional information and documents to carry out such work at that time.

4 Liability

- 4.1 Vistra’s maximum, aggregate liability for each of the Services, shall not exceed two times the aggregate fees paid in respect of the Services in the 12 month period prior to the date of the incident or occurrence giving rise to the liability.
- 4.2 Vistra shall use reasonable endeavours to adhere to any dates agreed between Vistra and the Client for the provision of Services, however any such date is to be treated as an estimate only and Vistra accepts no liability for failure to meet such dates.
- 4.3 Where Vistra delegates any of the Services to a third party, including VCL, it will not affect Vistra’s liability to the Client for the matters delegated and Vistra shall remain responsible and liable for the acts and omissions of such third party in accordance with these Terms.
- 4.4 Vistra shall have no liability where it declines to provide the Services where the Client has not complied with its obligations under these Terms or where Vistra believes that in providing any of the Services, it may be in breach of Applicable Law.
- 4.5 Vistra shall have no liability where the requested information and/or documents are not provided by the Client or the Entity, or they are incorrect or misleading in any respect.
- 4.6 Except as expressly otherwise provided in this Clause 4, the liability related provisions included in the Standard Terms shall apply.

PART 2: THE FEES

1. Analysis and Verification

Vistra’s fees for the Analysis and/or Verification will be dependent upon the complexity of the beneficial ownership structure of the Entity and its risk profile.

Vistra may, however, require a payment before commencing the Analysis and/or Verification (the “**Initial Fee**”) and will notify the Client of this Initial Fee. The Initial Fee is the minimum amount that Vistra will charge and it therefore reserves the right to increase it to reflect the Entity’s complexity and risk profile. Vistra will notify the Client should it need to increase in the Initial Fee as soon as reasonably practicable.

Therefore, the Client will receive an invoice from Vistra by email in relation to the Initial Fee immediately or at such later time as deemed appropriate by Vistra and, if applicable, a subsequent invoice on or around the date Vistra completes the Analysis and/or Verification.

2. Annual Services and Ad Hoc Services

If Vistra provides the Annual Services and/or the Ad Hoc Services, its fees shall be its standard rates in force at that time. Vistra shall notify the Client of these fees at the relevant time.

Vistra’s fees for the Annual Services are payable annually in advance.

All of Vistra’s fees, whether incurred under Clauses 1 or 2 of this Part 2 or otherwise, are non-refundable.