Ogier (Jersey) LLP

Terms and Conditions of Business – Notarial services

1 Introduction

1.1 The Ogier Group is a multi-jurisdictional legal and fiduciary services provider. It includes the following entities (which together are called Ogier): (i) separate legal or limited liability partnerships, each called Ogier, in the British Virgin Islands, Cayman Islands, Guernsey, Hong Kong, Ireland, Jersey, London and Luxembourg; (ii) a number of fiduciary services providers trading under the name of Ogier Global; (iii) Ogier Legal Limited Partnership; (iv) Ogier Global Holding Company Limited; and (v) other trading entities included within Ogier whose particulars are available at www.ogier.com. A full list of jurisdictions in which Ogier operates and the main trading entities included within Ogier is available at www.ogier.com.

1.2 These Terms and Conditions are produced for the benefit and apply to notarial clients of Ogier (Jersey) LLP in respect of professional notarial services we are asked to provide and/or arrange (**Services**).

1.3 These Terms and Conditions and any related engagement email explain the basis upon which we accept instructions and charges for Services.

1.4 References in these Terms and Conditions and any accompanying engagement letter to **we**, **our**, **us** and **the firm** mean Ogier (Jersey) LLP a limited liability partnership registered in Jersey with registration number 99.

1.5 We reserve the right to vary these Terms and Conditions from time to time, including during the course of the provision of the Services, without your prior consent. These Terms and Conditions and any future variations will be published on www.ogier.com by way of public notice to all current and prospective clients. On the basis of such publication you shall be deemed to have agreed to these Terms and Conditions and all such variations.

2 Due Diligence

2.1 We are required to complete due diligence checks on all new and existing clients. These checks will include gathering information and documents to identify and verify each individual or entity for whom we act and, if applicable, each principal or beneficial owner of that entity. We may conduct electronic identity verification searches.

2.2 Either the notary or a notarial clerk responsible for your engagement or a member of the compliance team will contact you to agree what information and documents are required to satisfy our due diligence checks, including the form of those documents.

2.3 We may immediately stop acting for you if, within a reasonable period, you fail to produce or delay in producing any information or documents (in a form acceptable to us) we require for our due diligence checks. If we so terminate our engagement, that termination will be without any liability on our part and without prejudice to our ability to claim our fees, disbursements and charges incurred prior to that termination.

2.4 We are not permitted to provide final advice to enable a transaction to complete until our due diligence checks have been finalised. Any advice that we give to you prior to the completion of the due diligence checks will be taken to be preliminary advice on which you cannot place any reliance and for which we accept no liability.

3 Fees and Charges

3.1 If the matter is simple we will endeavour to charge a fixed fee.

3.2 For more complicated or time-consuming matters the fees will be based on time spent. However we are entitled to take into account, when assessing rates and bills generally, other factors including the importance, urgency, novelty and complexity of the matter, the values involved, the number and length of any documents involved, any special skills required and the firm's experience, expertise and precedents. We are always willing to discuss with you a fair and reasonable method to determine our fees in any specific case.

3.3 We may delegate the preparation of certificates and other such documentation to a notarial clerk. Nevertheless, all work which is carried out by us for you is ultimately the responsibility of the appointed notary and it will be his responsibility to approve and sign the certificate.

3.4 By instructing us, you authorise us to incur and charge for disbursements such as those relating to legalisation fees, court fees, postage and courier services, consular agent fees, government fees, travel expenses, translating

costs and other third party charges. In addition, a sundry expenses charge of up to 5% of fees may be included in each invoice to cover general expenses which it is not practical to charge on a provision basis such as those relating to telephone calls and in-house photocopying and printing charges.

3.5 Where significant or unusual third party payments are required we may forward any related invoices to you for direct payment.

3.6 We will add to your invoice any value added tax, goods and services tax or other similar tax that may be chargeable on all or any part of the services which we provide as part of our engagement or any disbursements or charges in relation to those services.

3.7 In the event that you are required to withhold or make any deductions in respect of any tax or similar levy, you will pay to us such additional amount as will ensure we receive the same total amount that would have been received if there were no such withholding or deduction.

4 Notarial Services

4.1 Our Services are provided on the following terms, THAT unless otherwise agreed:

(a) you will provide us will original documents evidencing your identity and residence and such other documentation as required by us in accordance with the relevant Jersey Money Laundering Regulations and Proceeds of Crime Laws (as amended from time), and deemed acceptable to us;

(b) you will provide notarial instructions in writing;

(c) you will provide us with all information and documentation that may reasonably be required (including electronically held information) prior to the notarial appointment and have indicated your notarial requirements and will keep us informed of any material changes in your instructions, knowledge or circumstances or any matter having a bearing thereon;

(d) you have taken all necessary legal advice in relation to the documentation to be notarised and that, where applicable, the documentation has been competently prepared in accordance with your particular requirements by a lawyer qualified and currently practising in the relevant jurisdiction;

(e) while we will endeavour to comply with the relevant foreign law requirements you bring to our attention in relation to a document presented to us by you for notarisation or which is required to be prepared in notarial form, we shall not be responsible should any person or body fail or refuse to recognise the notarial act for whatever reason;

(f) you are responsible at your own cost for obtaining any appropriate legalisation of the notarial act in Jersey, with any agreement for us to carry out this task being on the basis that we are not responsible for obtaining such within any specific time: notwithstanding the foregoing, you will be solely responsible for obtaining any appropriate legalisation of the notarial act from an embassy or consulate of the destination country or otherwise;

(g) by requesting our Services you confirm to the best of your information and belief that the notarisation of any documentation will not give rise to any risk of criminal or civil liability or prosecution in any part of the world.

4.2 Although we may from time to time, at your request, provide estimates of fees, disbursements and charges that we anticipate will be incurred, these are only estimates and the actual fees, disbursements and charges ultimately invoiced may vary from those estimates. We will endeavour to inform you as soon as possible if it appears that any estimate is likely to be exceeded or if there are significant changes to the variables on which the estimate was based. You may request an update on fees at any time during the course of our engagement.

4.3 Our mandatory due diligence procedures may result in a charge depending on the extent of the due diligence required. In the event that we are requested to provide copies of due diligence records to third parties, we may charge a fee depending on the extent of the due diligence required and will action only subsequent to receipt of a signed mandate of release by you.

5 Payments on Account and Client Account Funds

5.1 We reserve the right to request a payment on account of fees, disbursements and/or charges.

5.2 All clients' money accepted by the firm will be held in an account separate from the firm's money. It will be held on trust. We pay interest on clients' money in certain circumstances. If you would like further details of this, please do not hesitate to ask us.

5.3 Where we are holding money for you, on account or otherwise, we may use this money towards payment or part-payment of any of our outstanding invoices. We will always inform you when this is being done. Should you inform us

in writing of a bona fide dispute in relation to our fees, disbursements or charges, we will place such funds on a suspense account pending resolution of any such dispute.

5.4 Any monies retained in our client account (irrespective of the reason for which they are held) shall be placed on account with a bank. In the event of such a bank being unable to meet its obligations to its creditors for any reason (including but not limited to any form of insolvency), we shall not be liable to any person for any costs, claims or expenses or any losses (whether consequential or otherwise), damages or liabilities howsoever arising and your liability for payment of our fees, disbursements and charges shall remain unaffected.

5.5 Paragraph 5.4 shall not apply in respect of undertakings we provide to any of our clients or to third parties as part of the legal services which we provide (unless otherwise expressly stated in the terms of the undertaking).

5.6 Where we are holding money for you on account or otherwise and we have suspicions of money laundering or any illegal activity we reserve the right to refuse to transfer out such money without the prior sanction of any relevant authorities.

6 Payment

6.1 Invoices are usually rendered monthly in arrears and generally include all fees, disbursements and charges incurred up to the date of the invoice. Interim invoices may be issued. Unless otherwise agreed with us, payment is due within 21 days of receipt of the invoice.

6.2 If payment is not made within 30 days, we may charge interest at a monthly rate of 2%.

6.3 Without prejudice to our right to claim interest, if payment is not made when due (or if we request payment on account of fees, if payment is not made when requested), we may stop acting for you and retain documents and papers belonging to you, together with our own records, pending payment in full of all amounts due to us.

6.4 You remain personally responsible for payment of our fees where it is intended that our fees will be met from any source other than your own funds. You are liable when payment is due, whether or not monies are available from any such other intended source. Without limitation, and for the avoidance of doubt, this includes where you instruct us as representative for another party, as trustee or as liquidator, receiver or administrator of a company and our fees, disbursements and charges are intended to be met out of the other party's assets, or trust or company assets, as the case may be.

7 Notarial Records Confidentiality and Data Protection

7.1 In performing our Services we are required to maintain a formal register of all notarial acts and you irrevocably agree and accept that we may maintain such a register electronically which will contain a copy of *inter alia* your notarial documentation together with a register of your personal (and where applicable) company details.

7.2 References in these Terms and Conditions to Client Information means all the details we hold about you and the matters upon which we are instructed by you, whether those details are supplied by you or come from third parties. We are committed to ensuring that Client Information is kept confidential in accordance with these Terms and Conditions.

7.3 Where such Client Information consists of personal data about you and/or your officers, employees, shareholders, beneficial owners, associates, agents and, where applicable, family members you acknowledge that we may process such personal data in accordance with any data protection legislation applicable to us and our privacy policy which is available here.

7.4 We shall not disclose to any third parties any Client Information unless (a) such disclosure is permitted by these Terms and Conditions; (b) you have consented to such disclosure; (c) such information is already in the public domain (otherwise than as a result of unauthorised or improper conduct of the recipient); or (d) we are required by any law or order of any court, tribunal or judicial equivalent or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental, regulatory or supervisory body.

7.5 We may disclose Client Information for legitimate business purposes to any of the following, which may be in another country:

(a) other members of the Ogier Group;

(b) service providers or agents who are subject to duties of confidentiality such as auditors, credit reference agencies, insurers, debt collectors and providers of computing facilities.

7.6 The legitimate business purposes for which we may disclose Client Information include but are not limited to:

(a) general client and matter management, undertaking internal conflict of interest checks, anti-money laundering and financing of terrorism checks, analysing Ogier's performance and generating internal financial and marketing reports;

(b) assessing legal and financial risks and collecting debts;

(c) ensuring that our client care is of the highest quality;

(d) marketing Ogier's services to you in the future, which may involve contacting you or, where applicable, individuals

within your organisation using the contact details that you have provided to us.

7.7 From time to time we may wish to refer to you as a client of Ogier in publications or other marketing material. We may also wish to refer to matters on which we have acted for you where we reasonably consider that such matters are in the public domain or are otherwise not of a confidential nature. Unless you advise us otherwise in writing (either generally or in relation to any particular matter), we will take it that you consent to this.

7.8 If we have suspicions of money laundering based on information obtained by us professionally, it may be necessary or appropriate for us to report those suspicions to the relevant authorities. Such a report does not breach any duty of confidentiality owed by lawyers to their client.

7.9 Where any transfer of Client Information as described in these Terms and Conditions is to any person in another country, such transfer is on the basis that anyone to whom we pass it provides an adequate level of protection. However:

(a) that other country may not provide the same level or type of statutory (other legal) protection as your country; and

(b) in some circumstances, your Client Information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

7.10 You must ensure that any Client Information provided to us has been provided legitimately and that there is a legitimate basis under any applicable data protection legislation for providing such data to us.

7.11 The primary data controller in relation to this engagement is Ogier (Jersey) LLP.

8 Limitation of Liability, Exclusions and Indemnity

8.1 If you, or a party whom you represent or who otherwise may claim through you, suffer or incur any loss or damage (of whatsoever kind and howsoever arising) arising out of, or in connection, with the Services (whether caused, or contributed to, by any act, omission or statement or by any delay in acting or arising in any other way in connection with the Services), you and any such party may only have recourse to the assets of the firm in respect of that loss or damage. For the purpose of this clause the assets of the firm include all rights or claims (including any indemnity) of the firm or the partners or any other employee or consultant of the firm pursuant to any professional indemnity or similar insurance held or maintained by Ogier.

8.2 Apart from the firm's assets, you and any such other party will have no recourse to the personal assets of any partner, employee or consultant, their respective personal representatives or any related person. You agree not to bring a claim against any of our employees or consultants personally. This paragraph shall not exclude or limit the liability of the firm for the acts or omissions of its employees performed under the firm's supervision or within the scope of the employee's contract of employment with the firm.

8.3 Our aggregate liability in contract and in tort (including negligence) or under statute or otherwise, for any loss, liability or damage suffered by you or any other person that may arise from or in connection with our services shall be limited to £5,000. This is agreed as a reasonable limitation on our liability.

8.4 You accept and agree that in providing you with the Services we will not be liable (in contract or tort or otherwise howsoever) for the consequences of any defect or omission in the content, form or requirements of any document notarised for use abroad, or for any loss arising and that should such loss be suffered you will indemnify and keep us indemnified in respect of such loss or liability arising in relation thereto.

8.5 You accept and agree that our assistance in relation to any matter of foreign law and practice relevant to the Services is a courtesy and that we are not qualified to advise on or prepare any document: (i) in a language other than English, or (ii) which is intended to be effective in a jurisdiction outside Jersey and therefore we accept no liability for the content and or preparation of any such document and you agree that you will indemnify and keep us indemnified for any loss or liability arising as a result of the preparation or content of such.

8.6 These terms do not apply to any legal services we may provide to you other than the Services and a separate engagement letter and terms will be applicable in respect of any other services.

9 Termination

9.1 You may terminate our engagement at any time by notice in writing.

9.2 In addition to the grounds for termination under paragraphs 2.3 and 6.3, we may also stop acting for you in any of the following circumstances: (i) we believe that your actions may potentially breach any laws, regulations, rules or codes; (ii) we consider there has been a breakdown in confidence and trust between us; or (iii) in any other circumstances where, in our opinion, it is not appropriate or possible for us to continue acting.

9.3 If for any reason we cease to act for you before the conclusion of the matter, you will be responsible for our fees, disbursements and charges incurred up to the date of termination and for any fees, disbursements and charges

associated with the transfer of your files to another adviser of your choice.

10 Governing Law and Jurisdiction

The terms of this engagement are governed by the laws of Jersey.

11 Complaints

The applicable complaints procedure is set out below.

February 2026

Complaints

If you are not satisfied with the notarial service that you receive, you are entitled to make a complaint in accordance with the Notaries (Jersey) Interim Conduct and Discipline Rules 2017. You should first raise the issue with the relevant Notary directly. If they cannot resolve the matter to your satisfaction you may follow this complaints procedure:

STEP 1 – First Tier Complaints Procedure

Contact the Secretary of the Jersey Notaries Society (notarysryan@gmail.com) for the first stage complaints procedure.

The Jersey Notaries Society (**JNS**) will be able to inform you if a Notary is a member.

Where a Notary is not a member of the JNS, the Faculty Office of the Archbishop of Canterbury (the **Faculty Office**) (faculty.office@1thesanctuary.com) will handle the matter directly, and will refer the complaint to be considered by one of a panel of independent Notaries.

This procedure is free to use and is designed to provide a quick resolution to any dispute.

You should write (but not enclosing any original documents) with full details of your complaint to the secretary of the JNS (or, if applicable, to The Faculty Office). If you have any difficulty making a complaint in writing, please do not hesitate to call the relevant Society or The Faculty Office for assistance.

STEP 2 – Formal Investigation

If a complaint is made against a Notary and is not resolved under the 1st-stage procedure, the matter is then referred by the Registrar of the Faculty Office to an experienced independent Notary (a **Nominated Notary**) for investigation: see the Master of the Faculties Jersey Guidance to Nominated Notaries for further information.

Whilst the matter is being investigated or proceedings are in progress the Registrar may issue an Interim Order to suspend the Notary from practice or limit the Notary's practice if it is required for the protection of the public.

STEP 3 – Disciplinary Proceedings in the Court of Faculties

If the Nominated Notary considers there may be a case that the Notary has committed Notarial Misconduct the Nominated Notary will prepare and prosecute disciplinary proceedings in the Court of Faculties, on behalf of the original complainant. Disciplinary cases in the Court of Faculties are presided over by an independent judge (the 'Commissary' or his Deputy) with two sitting Assessors; not the Master of the Faculties. The details of the timetable for Proceedings in the Court are set out in the Notaries (Jersey) Interim Conduct and Discipline Rules 2017, subject to any case-specific directions by the Registrar or Commissary.

Fees and Costs are now set out in the Notaries (Jersey) Interim Conduct and Discipline Rules 2017 Fees & Costs Order 2019.

The disciplinary sanctions against a Notary who is proved to have committed Notarial Misconduct are:

- Striking off the Roll of Notaries
- Suspension from practice as a Notary (indefinitely, or for a period of time, or until certain conditions have been met)
- Imposing conditions on the Notarial practice of the Notary
- Requiring further training of the Notary
- Ordering that the Notary is reprimanded

A Notary may, in time, apply to the Court for a review of the sanction(s) imposed.

Please note that the Court has no power to require any compensation payments to be made by the Notary to the client who has suffered loss as a result of the Notary's Misconduct. The Court can, however, order that if indemnity or other monetary payments are not made by the Notary to the client or other person/body then the Notary shall be struck off the Roll of Notaries.