

Product Terms

Cayman – Contact Person Services



1. INTRODUCTION

- 1.1. These product terms apply whenever we agree to provide the services of an individual or a company to act as Contact Person for a Fund (the **Contact Person Services**).

2. DEFINITIONS

- 2.1. Definitions used and rules of interpretation set out in our General Terms available at www.mourant.com are treated as incorporated into these product terms. In addition:

Act means the Cayman Beneficial Ownership Transparency Act, 2023, as amended from time to time;

Business Hours means 8.30am to 5pm on any day (other than a Saturday, Sunday or public holiday) on which banks are open for business in the Cayman Islands;

Competent Authority means the Competent Authority for Beneficial Ownership in the Cayman Islands;

Contact Person means a person appointed to provide beneficial ownership information to the Competent Authority pursuant to the Act;

Contact Person Services has the meaning set out in clause 1;

Fund means the fund registered with the Cayman Islands Monetary Authority that you have appointed us to act as Contact Person for;

Fund Contact means the person(s) identified by you in writing from time to time as being the individual(s) to whom any Request should be notified by us; and

Request means any request received by us from the Competent Authority under the Act in respect of the Fund.

- 2.2. The **Engagement Terms** for the Contact Person Services are made up of:

- 2.2.1. an engagement letter between us and you;
- 2.2.2. these product terms;
- 2.2.3. any applicable jurisdiction terms;
- 2.2.4. our General Terms and any document referred to in it that is not already mentioned in this clause; and
- 2.2.5. any other document that expressly forms part of the Engagement Terms.
- 2.3. If there is any conflict or ambiguity between those various parts of the Engagement Terms, a term contained in a document higher in the list above has priority over a term contained in a document lower in that list.

- 2.4. We may change these product terms at any time. We will notify you of changes via Clause 34 (Notices) of our General Terms.

3. REQUESTS

- 3.1. In the event that we receive a Request, we will promptly, within Business Hours, notify the Fund Contact of the Request by email to the email address notified in writing to us for the purpose of receiving the Contact Person Services.

- 3.2. Following our receipt of beneficial ownership information in response to any Request, we will promptly, within Business Hours, provide such information to the Competent Authority. For the avoidance of doubt, we will not review any beneficial ownership information provided in response to a Request to confirm its accuracy.

4. SUPPLY OF INFORMATION

- 4.1. You acknowledge that our ability to perform the Contact Person Services in line with applicable law and rules depends on timely receipt of all information requested by the Competent Authority. We are not responsible for reporting delays or any related extra costs, fines or fees that may be incurred because of any failure to provide information promptly to us.

- 4.2. In order for us to provide the Contact Person Services, you must procure that the Fund Contact promptly gives us any and all information and assistance reasonably requested by us. For the avoidance of doubt, we are not required to maintain a beneficial ownership register or beneficial ownership information in respect of the Fund.

- 4.3. You acknowledge that it is the Fund's responsibility to identify and verify its registrable beneficial owners in accordance with all applicable laws and rules. We accept no responsibility or liability for the consequences of that information being inaccurate or incomplete.

5. FUND CONTACT

- 5.1. You must provide, or must procure that the Fund provides, us promptly with the name, email address and phone number of the Fund Contact(s), along with any other information reasonably requested by us.

- 5.2. You must notify, or procure that the Fund notifies, us promptly if a Fund Contact changes (for example, if they resign or otherwise can no longer perform the required function) and provide the name, email address and phone number of the replacement Fund Contact, along with any other information reasonably requested by us.

- 5.3. We are not responsible for reporting delays or any related extra costs, fines or fees that may be incurred because of any failure to provide up to date Fund Contact information promptly to us.

6. DATA PROTECTION

- 6.1. You acknowledge and agree that any personal data relating to the beneficial owners of the Fund which we process in the course of providing the Contact Person Services will be processed by us in the capacity as data processor only, and not as data controller. The **Mourant Data Processing Terms** (also available at <https://www.mourant.com>) will therefore apply to the Contact Person Services.

Date: 23 September 2024