



Terms of Business

Crystal WorldWide Limited

effective as of 15 March 2017



CRYSTAL WORLDWIDE LIMITED

TERMS OF BUSINESS

1. DEFINITIONS

- 1.1 "Crystal" means Crystal WorldWide Limited, having its registered office at OT Center, Crystal Offices, Victoria, Mahe, Republic of Seychelles and the group of companies related to Crystal WorldWide Limited in certain different jurisdictions which expression shall include its successors in title and assigns on its own behalf and as agent for the Crystal Officers (as hereinafter defined) and the employees thereof and any company under their direct or indirect control and any director or employee thereof.
- 1.2 "Crystal Officers" means any person or company nominated by Crystal who may from time to time be appointed as director, alternate director, secretary, assistant secretary, manager, partner, accountant, VAT Agent, trustee, protector, bank signatory, other officer, administrator, registered agent, provider of a registered office or address for legal service or registered shareholder of the Company and the employees thereof and any company under their direct or indirect control and any director or employee thereof (which expression shall include any of them).
- 1.3 "Company" means the company, trust, partnership, foundation or other structure established and / or administered by Crystal at the request of the Owners (as hereinafter defined).
- 1.4 "Services" means the provision by Crystal and / or the Crystal Officers of management, administration and other services requested by the Owners or the Owners Appointees (as hereinafter defined) or such other activities required to maintain the Company in good standing including where appropriate on the statutory registers of the country of establishment / incorporation of the Company.
- 1.5 "Owners" means the beneficial owners or owner of the Company which expression shall in the case of an individual include their heirs, personal representatives and assigns and shall in the case of more than one person mean such persons jointly and severally and shall include the survivor or survivors of them and their respective heirs, personal representatives and assigns of the other part.
- 1.6 "Managing Agent" means a person who may be authorised by all the Owners of the Company to issue requests to Crystal relating to the Company. Unless otherwise instructed by the Owners the Contact Person will be treated as Managing Agent.
- 1.7 "Owners Appointees" means any person who is not a Crystal Officer and who may from time to time be nominated, appointed or act as Managing Agent, director, alternate director, secretary, assistant secretary, manager, partner, trustee, protector, bank signatory, other officer, grantee of a power of attorney, administrator, registered agent, provider of a registered office or address for legal service or registered shareholder of the Company (which expression shall include any of them).
- 1.8 "Terms of Business" means these Terms of Business as may from time to time be amended and published on the website of Crystal WorldWide Ltd.

- 1.9 “Illegal Activities” means all illegal activities which, without prejudice to the generality of the foregoing, include activities relating to terrorism; drug trafficking; money laundering; receiving the proceeds of criminal activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Economic Area or the Republic of Seychelles.
- 1.10 “Prohibited Persons” means persons:
- 1.10.1 who are prohibited under the any governing law by reason of being a minor or having no legal capacity (for whatever reason) or otherwise unqualified to be a party to a contract;
 - 1.10.2 who are undischarged bankrupts or are otherwise disqualified from acting as a director or who have been imprisoned or found guilty of any criminal offence (other than a motoring offence carrying a non-custodial sentence);
 - 1.10.3 who have been proven to act in a fraudulent or dishonest manner in any civil proceedings;
 - 1.10.4 who are tax residents in the United States of America (unless if the person provides Crystal with supporting documentation proving that he/she disclosed all relevant information with the Internal Revenue Service and he/she fulfilled all obligations in relation to the Services rendered by Crystal) or a country subject to any international restriction or embargo including, but without prejudice to the generality of the foregoing those imposed by the Security Council of the United Nations, the European Economic Area, or the Republic of Seychelles.
- 1.11 “Prohibited Activities” means:
- 1.11.1 activities currently not approved by Crystal which are activities involving: arms, weapons or munitions; mercenary or contract soldiering; security and riot control equipment such as stun guns, electronic restraining devices, CS gas or other similar materials, pepper sprays or any other device that could lead to the abuse of human rights or be utilised for torture; technical surveillance or bugging equipment; industrial espionage; dangerous or hazardous biological, chemical or nuclear materials including equipment or machinery to manufacture or handle such materials and the transportation, handling, disposal or dumping of such materials; human or animal organs; the abuse of animals, genetic material; adoption agencies including surrogate motherhood; the abuse of refugees or human rights; drug paraphernalia, the provision of degrees or qualifications; the provision of credit cards; pyramid sales, time share, religions, religious cults and charities;
 - 1.11.2 financial business involving: soliciting funds from the public; offering investment advice to the public; the management of investments other than where the assets so managed comprise the property of the Company or the operation and administration of collective investment schemes;
 - 1.11.3 unless otherwise agreed in writing any activity relating to the provision of financial services which requires a licence in any jurisdiction;
 - 1.11.4 any activity whatsoever that may damage the good reputation of Crystal, the Republic of Seychelles or the country of establishment / incorporation of the Company.
- 1.12 “Fake President’s Fraud” means any situation where a third party impersonates Owners or Owners Appointees and instructs Crystal or the Crystal Officers to execute a payment, sign an agreement or otherwise represent the Company and resulting in a Loss.

2. UNACCEPTABLE BUSINESS

If any Owners or Owners Appointees are or become Prohibited Persons or engage in any Illegal Activities or the Company engages in any Illegal Activities or Prohibited Activities Crystal may at its discretion immediately terminate the Services or take all or any actions as are authorised in Clause 8.4 of these Terms of Business.

3. WARRANTIES

- 3.1 The Owners confirm, undertake, warrant and covenant with Crystal and the Crystal Officers that they are the ultimate beneficial owners of the Company and that they are not and will not act in a fiduciary capacity for any other person, firm or company in relation to the Company.
- 3.2 The Owners confirm and warrant that they, and shall procure that the Owners Appointees:
 - 3.2.1 will comply with these Terms of Business;
 - 3.2.2 will consent to act if appointed as Owners Appointees and that such Owners Appointees understand their legal duties and obligations;
 - 3.2.3 have taken appropriate tax and legal advice from independent third parties with regard to the establishment and operation of the Company;
 - 3.2.4 agree that Crystal and the Crystal Officers can (but shall not in any event be obliged to) rely on communications received from the Owners or the Managing Agent in determining what steps it is required to take in administering the Company and providing the Services;
 - 3.2.5 have not received any tax and legal advice from Crystal and the Crystal Officers with regard to the establishment and operation of the Company.

4. INDEMNITY

The Owners (for themselves and on behalf of the Owners Appointees) covenant with Crystal and with the Crystal Officers and with the Company and where appropriate shall procure that the Company covenants with Crystal and the Crystal Officers that they will at all times INDEMNIFY and KEEP INDEMNIFIED Crystal and the Crystal Officers:

- 4.1 against all actions, suits, proceedings, claims, demands, costs, expenses and liabilities which may arise or occur or be taken, commenced, made or sought from or against Crystal or the Crystal Officers in connection with or arising from the use or actions of the Company or the provision of the Services;
- 4.2 in respect of anything done or omitted to be done by Crystal or the Crystal Officers provided that this provision shall have no application to any liability for death or personal injury arising from the negligence of Crystal or the Crystal Officers or to any liability arising as a result of fraud (which is confirmed by the judgement of the competent criminal court) on the part of Crystal or the Crystal Officers;
- 4.3 in respect of any failure of Crystal and the Crystal Officers to comply wholly or partially with any instruction or request made by the Owners, Owners Appointees or the Company and that Crystal and the Crystal Officers shall not be responsible for non-receipt thereof or any errors or ambiguity therein;
- 4.4 in respect of any loss or damage arising from the use of facsimile or email, including the use of unencrypted email, failed or incomplete transmission, distortion and loss of privacy arising from viruses or otherwise;



- 4.5 in respect of any penalties, fines, fees or other liabilities incurred by the Owners and / or the Owners Appointees and/or the Company in relation to the Company and/or the Services.

5. NO LIABILITY FOR LOSS

Crystal and the Crystal Officers expressly disclaim any liability to the Owners, the Owners Appointees, the Company and any third parties for any damage or loss to the Owners, the Owners Appointees, the Company or any other person arising out of the acquisition or operation of the Company and/or the Services by the Owners, Owners Appointees, the Company or any other person.

It is hereby understood and agreed that Crystal and the Crystal Officers shall not be liable to make any payment for Loss in connection with a Fake President's Fraud.

It is hereby understood and agreed that Crystal and the Crystal Officers shall not be liable to make any payment in connection with any claim arising out of, based upon or attributable to, or in any way involving any actual or alleged act of Money Laundering and similar/connected crimes.

Crystal or the Crystal Officers are not liable to make any payments for liability, where the Owners, the Owners Appointees, the Company, the Managing Agent is a citizen/resident of any country (ies) against which any laws and / or regulations governing this Terms of Business and Crystal, have established an embargo or other form of economic sanction which have the effect of prohibiting Crystal to provide services.

6. OWNERS OBLIGATIONS

- 6.1 The Owners must give Crystal 90 days' advance written notice of their intention to discontinue the Services.
- 6.2 The Owners must obtain from Crystal its written consent before seeking to change the beneficial ownership of the Company or seeking to appoint new Owners Appointees and such applications must be accompanied by details of such proposed changes or appointments which shall without prejudice to the generality of the foregoing include an appropriately certified copy of the passport and proof of residential address of such persons and Crystal reserves rights to request further information concerning such proposed changes and to decline to accept such applications.
- 6.3 The Owners shall and shall procure that the Owners Appointees shall:
- 6.3.1 undertake forthwith to inform Crystal of any matters which might affect the Company and/or Crystal's willingness or ability to provide, or continue to provide, the Services;
 - 6.3.2 inform Crystal of the nature of the activities of the Company and seek Crystal's consent in writing before making any material changes in those activities;
 - 6.3.3 seek Crystal's consent in writing prior to placing any advertisement or public announcement relating to a Company or any activities that may be undertaken by it;
 - 6.3.4 at all times guarantee the due payment and reimbursement to Crystal of all fees, disbursements and expenses incurred by Crystal in connection with the Company and in providing the Services.



7. ADDITIONAL OWNERS OBLIGATIONS WHEN CRYSTAL PROVIDES CRYSTAL OFFICERS

- 7.1 If Crystal provides Crystal Officers, the Owners must, at all times, keep the Company in funds sufficient to discharge its liabilities as and when they become due and at the request of Crystal or the Crystal Officers shall pay to the Company such sums as may be required to enable the Company to discharge in full such liabilities.
- 7.2 If Crystal provides Crystal Officers, the Owners shall and shall procure that the Owners Appointees shall:
 - 7.2.1 forthwith to inform Crystal of any matters that might affect the Company or any matter that is material to the management or affairs of the Company;
 - 7.2.2 at the request of Crystal or the Crystal Officers, immediately provide all information so requested by Crystal to assist Crystal to prepare financial statements for the Company;
 - 7.2.3 at the request of Crystal or the Crystal Officers disclose to Crystal or the Crystal Officers of any and all information concerning any corporate asset, transaction or business of the Company;
 - 7.2.4 apply to Crystal in writing for consent before seeking to alienate, assign, sell, pledge or otherwise dispose of or encumber the Owners or the Owners Appointees interests in the Company or any part thereof. Crystal reserves rights to request further information concerning such proposed changes and to decline to accept such applications;
 - 7.2.5 where the Owners Appointees are grantees of a power of attorney from the Company, act with the utmost good faith to the Company, maintain accurate records, disclose in writing any relevant facts relating to potential conflicts of interest with the Company to the Company and the Crystal Officers and inform the Company and the Crystal Officers in writing each time a power is exercised and the details of such acts and must acknowledge that if the Company is fraudulently induced to execute a power of attorney or any grantees act illegally or in bad faith any transactions benefiting those grantees can be set aside and those grantees will be held liable on a full indemnity basis to the grantor;
 - 7.2.6 keep proper accounting records in accordance with the national legislation in case of such regulation is applicable in the country of incorporation.

8. INSTRUCTIONS AND REQUESTS

- 8.1 The Owners, the Owners Appointees and the Company agree to provide all requests to Crystal and the Crystal Officers in writing by letter or email and Crystal shall only consider such requests if they are signed/sent by all the Owners or the Managing Agent.
- 8.2. The Owners, the Owners Appointees, the Company, the Managing Agent acknowledge that Crystal shall not take any responsibility for instructions and requests made by the Owners, the Owners Appointees, the Company, the Managing Agent directly to one Crystal Officer. Instructions and requests always shall be send to another Crystal Officer as well for written confirmation and double-revision.

- 8.2 The Owners acknowledge that Crystal is bound by regulatory and other obligations under laws and regulations of the jurisdiction in which the Services are provided and the jurisdiction of incorporation / establishment of the Company and agree that any action undertaken by Crystal or the Crystal Officers to comply with those laws or regulations shall not constitute a breach of Crystal's obligations hereunder.
- 8.3 Crystal and the Crystal Officers shall not in any event be required to take any action which they consider unlawful or improper or which may cause Crystal or any of the Crystal Officers to incur any personal liability and the Owners, Owners Appointees and the Company agree that Crystal shall not be liable to them for refusing to take any such action.
- 8.4 Where permitted under these Terms of Business or if instructions are requested by Crystal or the Crystal Officers and no instructions have been received by Crystal within 30 days, or where the urgency of the matter requires action within such lesser period as may be stated in the request, Crystal or the Crystal Officers may immediately and with no liability to the Owner, the Owners Appointees or the Company take no further action on a particular matter; or take no further action at all in relation to the Company and/or the Owners and/or the Owners Appointees; or take such other action as they shall in their absolute discretion consider appropriate or as it may be advised by its legal advisers.

AND

The Owners irrevocably agree and consent that, if the Company is a corporation and the Crystal Officers are directors or managers of that corporation, or the Company is a partnership and the Crystal Officers are members or managers of that partnership, or the Company is a foundation and the Crystal Officers are councillors of that foundation, Crystal or the Crystal Officers may, without further notice to the Owners take such steps as they shall in their absolute discretion consider appropriate which shall without prejudice to the generality of the foregoing include having the Company struck off, dissolved or liquidated; or effecting a resignation of all or any of the Crystal Officers; or transferring all or any of the shares, capital or interest of the Company into the name of the Owners; or appointing the Owners as a director, officer, trustee, councillor or protector of the Company; or take such other action as they shall in their absolute discretion consider appropriate or as it may be advised by its legal advisers.

9. PAYMENT OF FEES

- 9.1 Crystal Services (Switzerland) AG, having its registered office at Rigistrasse 12A, 6331 Hünenberg, Switzerland, is entitled to issue receipt / invoice / proforma invoice / bill and to accept payment in connection with the provision of services of Crystal.
- 9.2 The Ownership of a Company shall not pass to the Owners until payment in full has been received by Crystal, no refunds are given after an order has been processed and no refunds will be made where Crystal cease to provide Services.
- 9.3 Crystal will not provide Services unless Crystal has received in full and in advance all fees and disbursements due to it in relation to the Company or the provision of the Services.
- 9.4 The Owners hereby irrevocably authorise Crystal to withdraw moneys from any funds held by it on behalf of, or on any account managed by it, on behalf of the Owners and/or the Company in order to discharge all and any fees and expenses payable to or by Crystal or the Company.

- 9.5 Should Crystal cease to provide Services or should the Owners advise Crystal that they no longer require a Company the Company or the Owners must reimburse Crystal for any fees or costs which may be incurred and pay Crystal's fees in relation to the strike off, dissolution, liquidation or transfer of the Company or otherwise to replace Crystal or the Crystal Officers.
- 9.6 Fees are as stated in Crystal's Fee Schedule, as published from time to time, or as may be agreed with the Owner.
- 9.7 Where any fees for Services remain unpaid for more than 30 days (calculated from the day of sending the first written notice) Crystal and the Crystal Officers may thereupon at their discretion immediately terminate the Services, and/or obtain payment direct from any assets of the Company and/or the Owners and in such circumstances Crystal reserves the right to treat these Terms of Business as terminated without further obligation and to act in accordance with Clause 8.4 of these Terms of Business.
- 9.8 Unless otherwise agreed in writing with the Owners, Crystal will not pay any interest on any money held by Crystal for the benefit of the Company and/or the Owners and/or the Owners Appointees.
- 9.9 Crystal and its 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 it notwithstanding that such commission or fee is payable as a direct or indirect result of Crystal or the Crystal Officers acting for the Owners and/or the Owners Appointees including any retrocession, rebate or commission from financial institutions.

10. CONFIDENTIALITY AND PRIVACY

- 10.1 Crystal and the Crystal Officers agree that where the Owners, the Owners Appointees or the Company deliver to them confidential information they shall use all reasonable endeavours to keep it confidential.
- 10.2 Crystal and the Crystal Officers collect personal information and personal data when the Owners, Owners Appointees and the Company communicate with them and use this personal data and information to facilitate supplying the Services and from time to time to provide information, reference notes, guidelines, advice and for marketing such products and other services and providing such other information as Crystal may from time to time make available to them. Crystal protects personal information and personal data from unauthorised access, use or disclosure. Except where permitted in these Terms of Business the personal information and personal data collected is used only for these purposes and it is never sold, lent, leased or otherwise distributed outside Crystal . The Owners and the Owners Appointees ACCEPT that this may mean that personal information and personal data may be transferred to countries that do not provide adequate protection of data in accordance with Article 26 (1) of the EU Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data or other relevant international standards.
- 10.3 Crystal and the Crystal Officers reserve the right to treat the obligations of confidentiality and privacy in Clause 10.1 and 10.2 as not applicable and may divulge confidential information, personal information and personal data when they are obliged by law, or when required by third parties in order for Crystal or the Crystal Offices to provide the Services or when Crystal has been unable to obtain the Owners or Managing Agents instructions and it appears to Crystal to be in the best interests of the Owners and/or the Owners Appointees and/or the Company to provide such confidential information, personal information or personal data.



- 10.4 Without prejudice to the said duty of confidentiality, Crystal and the Crystal Officers reserve the right to act for other clients (including competitors of the Company, subsidiaries of the Company, the Owners or the Owners Appointees).
- 10.5 Any report, letter, information or advice Crystal or the Crystal Officers give to the Owners, Owners Appointees or the Company is given in confidence solely for the purposes of providing the Services and is provided on condition that they undertake not to disclose the same or any other confidential information made available by Crystal or the Crystal Officers without Crystal's prior written consent.
- 10.6 Notwithstanding any provision hereof, Crystal and the Crystal Officers shall be entitled and are irrevocably authorised to open, read and copy all and any correspondence, letter, fax or other communication received by the Company and/or it on behalf of the Company, the Owners or the Owners Appointees.

11. ACTIONS TO PROTECT THE COMPANY

When Crystal provides Crystal Officers, Crystal and the Crystal Officers shall be entitled to take any steps which they may in their absolute discretion think fit to protect the interests and/or assets of the Company and to take such professional advice in the interests of and at the expense of the Company as Crystal or the Crystal Officers may consider necessary. When Crystal provides Crystal Officers, Crystal Officers are entitled to appoint and/or remove auditors for Companies which they may in their absolute discretion think fit to protect the interests and/or assets of the Company.

12. CESSATION OF SERVICES

- 12.1 Crystal and the Crystal Officers shall be entitled without notice to cease to provide the Services, if:
 - 12.1.1 the Owners or the Owners Appointees fail to observe these Terms of Business;
 - 12.1.2 it comes to the attention of Crystal or the Crystal Officers that the Company is being used for activities which were not included in the application form provided by the Owners to Crystal or as subsequently advised and accepted in writing by Crystal;
 - 12.1.3 in the event of the death of any the Owners or the Owners Appointees, the Owners, Owners Appointees, the Managing Agent do not provide Crystal, within a reasonable time, with the name of an appropriate substitute;
 - 12.1.4 in the event of the death of an Owner, including in the case of joint persons acting as the Owners, the death of any one such person, the Owners fail to make provision for the disposition of the affairs and the Ownership of the Company;
 - 12.1.5 when Crystal provides Crystal Officers, any of the Crystal Officers resigns or in the event that any legal proceedings are commenced against the Company (including any injunction or investigation proceedings);
 - 12.1.6 if the Owners, the Owners Appointees, the Company, the Managing Agent fail to provide proper and legalized KYC (know your customer) and compliance documents within three days from the written request of Crystal.
- 12.2 In any of the circumstances described in Clauses 12.1 above, Crystal reserves the right to take action as authorised in Clause 8.4 of these Terms of Business and reserves the right to treat these Terms of Business as automatically terminated without obligation on the part of Crystal.

- 12.3 Crystal may cease to provide Services at its discretion if it provides 30 days notice to the Owners or the Managing Agent of its intention so to do.
- 12.4 The Company, the Owners and the Owners Appointees, the Managing Agent acknowledge that Crystal and the Crystal Officers may have continuing regulatory/fiduciary duties under applicable law. Accordingly, without prejudice to Crystal's and the Crystal Officers rights, it is agreed that Crystal and the Crystal Officers shall be entitled (but not obliged) to continue to provide Services so as to discharge such duties and Crystal shall be entitled to charge at its applicable rate for the provision thereof.

13. INTERPRETATION

In offering and providing the Company and/or the Services, Crystal and the Crystal Officers do not, nor is it to be interpreted as though they do in any way sanction, advocate or condone directly or indirectly the commission of any unlawful act or omission by any person or company in any jurisdiction or the use of the Company or Services for any illegal or fraudulent purpose.

14. NOTICE

Any notice, given by the Owners, the Owners Appointees, the Company, the Managing Agent, Crystal or the Crystal Officers which is delivered personally shall be deemed to have been given at the time of such delivery; within the same country shall be deemed to have been given 3 days after posting; sent by courier shall be deemed to have been given 5 days after despatch, sent by airmail letter shall be deemed to have been given 8 days after posting; by letter post to another country shall be deemed to have been given 15 days after posting or sent by facsimile shall be deemed to have been given at the time of despatch.

15. MISCELLANEOUS

- 15.1 These Terms of Business supersede all prior Terms of Business and agreements whether oral or written with respect to such subject matter.
- 15.2 No exercise or failure to exercise or delay in exercising any right power or remedy vested in any party under or pursuant to these Terms of Business shall constitute a waiver by that party of that or any other right power or remedy.
- 15.3. Crystal reserves the right to transfer its contractual positions mentioned in this Terms of Business to another Crystal office without sending any notification to the Owners, the Owners Appointees, the Company, the Managing Agent.

16. LAW

These Terms of Business shall be governed by and construed in accordance with the laws of Seychelles and the Owners and the Owners Appointees and where appropriate they shall procure that the Company irrevocably submit to the exclusive jurisdiction of the Courts in Seychelles.