TACO & SUBS, LLC

and

Leeward Management Limited

REGISTERED OFFICE SERVICES AGREEMENT

THIS REGISTERED OFFICE SERVICES AGREEMENT ("AGREEMENT") is made on 18 March 2024.

This Agreement, and the terms and conditions of services contained herein set out the entire agreement between Leeward Management Limited ("**LML**") and TACO & SUBS, LLC (the "**Company**") for the provision of registered office services to the Company. In this Agreement the following words shall have the following meanings:

Interpretation

"**Act**" means the Limited Liabilities Companies Act (As Revised) of the Cayman Islands;

"**AEOI Laws**" means the Tax Information Authority Act (As Revised) of the Cayman Islands and any and all regulations and orders passed pursuant to it relating to the automatic exchange of financial account information and any related Guidance Notes issued by the TIA;

"**Articles**" means the memorandum and articles of association of the Company as in effect from time to time;

"**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the Cayman Islands on which banks are open for non-automated business;

"**CIMA**" means the Cayman Islands Monetary Authority whose contact details are available from www.cima.ky;

"**Commencement Date**" means the date of incorporation of the Company or the date on which LML began providing registered office services to the Company, if later;

"**Company**" means the company which has requested, directly or indirectly, that LML provide it with registered office services and which LML has agreed to do under this Agreement;

"**Electronic Record**" has the same meaning as in the Electronic Transactions Act;

"**Electronic Transactions Act**" means the Electronic Transactions Act (As Revised) of the Cayman Islands;

"**Fee Schedule**" means the schedule of fees published by LML and in effect from time to time for the provision of registered office facilities and related services which may be varied in accordance with the Variation provision of this Agreement. The current Fee Schedule is available on request at any time;

"**LML**" means Leeward Management Limited of PO Box 144, 3119 9 Forum Lane, Camana Bay, George Town, Grand Cayman, KY1-9006 Cayman Islands, which is licensed by CIMA;

"**Managers**" means the managers from time to time of the Company;

"**Members**" means the members (as defined in the Act) from time to time of the Company;

"**Officers**" means the officers from time to time of the Company;

"**Registrar**" means the Registrar of Companies in and for the Cayman Islands;

"**TIA**" means the Tax Information Authority of the Cayman Islands; and

"**Written Confirmation**" means a written confirmation of exemption (containing such information as required by the Act) from the requirement under the Act to establish and maintain a beneficial ownership register.

For the purpose of this Agreement:

(a) use of the singular includes the plural and vice versa;

(b) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;

(c) "written", "in writing" and "maintain" include all modes of representing, reproducing or maintaining words in visible form, including in the form of an Electronic Record;

(d) any requirements as to delivery under this Agreement include delivery in the form of an Electronic Record;

(e) any requirements as to execution or signature under this Agreement can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Act; and

(f) sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

Appointment of LML

With effect from the Commencement Date, LML shall provide at its address in the Cayman Islands the registered office of the Company and shall perform the services set out in Schedule 1 to this Agreement, in each case in accordance with this Agreement. The Company's use of LML's services shall be deemed and constitutes the Company's acceptance of this Agreement.

Documents and Information to be Supplied by the Company

The Company shall promptly forward to LML originals, duplicate originals or photocopies as signed of the following together with attachments (if any):

(a) any offering material (howsoever called) published in connection with the offering of interests in the Company;

(b) notices and minutes of Managers' and Members' meetings (including committee and class meetings);

(c) written resolutions passed by the Managers or Members (including committee and class resolutions);

(d) letters of resignation from the Managers, Members or Officers;

(e) any notices containing required particulars of registrable persons relating to the maintenance of the Company's beneficial ownership register;

(f) any Written Confirmation;

(g) powers of attorney or other documents (howsoever called) conferring authority on one or more persons to act on behalf of the Company; and

(h) documentation (photocopies not originals) executed by the Company constituting a mortgage, charge or other security interest (howsoever called) over any of its property.

The Company shall provide the following promptly on request from time to time by LML:

(a) a written explanation of the nature of the Company's business and source of funds and an indication of actual and expected turnover;

(b) evidence satisfactory to LML of (A) the identity of, and references in relation to: (i) each of the Members holding not less than a 10% interest in the Company or with principal control over the Company's assets; (ii) each of the beneficial owners, relevant legal entities and registrable persons (as defined in the Act) of the Company (iii) the Managers; and (iv) any person (or persons) on whose instructions LML may act in relation to the Company; and (B) any exemption claimed by the Company in any Written Confirmation;

(c) financial statements prepared in relation to the Company (if any), and in the absence thereof bank statements, brokerage statements, promissory notes, debentures, loan agreements and other instruments, statements or agreements creating or evidencing the Company's assets and liabilities; and

(d) such other information and documentation as LML may from time to time reasonably require in relation to the Company, its Managers, Members, beneficial owners (or additional matters to be noted in the Company's beneficial ownership register), exemptions from the requirement under the Act to establish and maintain a beneficial ownership register or activities including in relation to the steps taken pursuant to the paragraph below.

The Company shall, for the benefit of LML, take all reasonable steps to satisfy itself that all capitalisation monies and other funds passing through the Company do not represent the proceeds of, and that it does not engage in, any unlawful activity.

LML may refuse to perform any or all of its obligations under this Agreement if it determines, in its sole and unfettered discretion, that to do so would constitute a criminal or regulatory offence in the Cayman Islands or would otherwise contravene a law of the Cayman Islands. LML will inform the Company promptly of any decision to refuse to perform an obligation under this Agreement made in accordance with this provision.

Services Non-Exclusive

LML shall be at liberty to provide services of a like nature to any other person or persons it may think fit whether for its own account or that of any other person.

Neither LML nor any other person associated with LML shall, in consequence of the appointment of LML pursuant to this Agreement or in consequence of any transaction entered into by the Company with LML (or with any such associate), be liable to account to the Company for any profits (whether disclosed or not) accruing to LML (or to any such associate) from, or by virtue of, any such transaction.

Remuneration

LML shall be entitled to receive a fee for the provision of the registered office of the Company payable in advance by 1 January in each year in accordance with the Fee Schedule in effect at the time when the relevant fee is invoiced, and subject to any fee quote. Such fee will be pro-rated to the next quarter end on the cessation of service during the year.

LML shall be entitled to receive a fee for the provision of the other services set out in Schedule 1 to this Agreement and other fees as set out in the Fee Schedule payable promptly when invoiced in accordance with the Fee Schedule in effect at the time of provision of such services.

LML shall be entitled to recover from the Company all expenses and disbursements (including, but not limited to, filing and registration fees paid to the Registrar, charges for messengers and couriers, printing, postage, photocopying, telephone charges and other similar costs and expenses), properly incurred or paid by LML on behalf of the Company or otherwise in the performance of its services under this Agreement.

If LML is requested to undertake any services not covered in this Agreement it shall inform the Company that such services are not covered by this Agreement and, if LML agrees to provide such services, unless otherwise agreed, it shall charge the then applicable fixed rate for such service or, if inapplicable or higher, the then applicable time charges applicable to LML officer(s) and/or employee(s) in carrying out such services.

All fees, expenses and disbursements payable to LML pursuant to this Agreement shall be paid net of any taxes or surcharges.

LML reserves the right to charge interest in the event that an invoice remains unpaid for a period of more than 30 days after receipt and after sending at least one (1) payment reminder. If LML exercises its right to charge the Company interest, such interest will be at a daily rate of 2% per annum above the Bank of Butterfield (Cayman) Limited USD Prime rate at the relevant times or the maximum permitted by law, whichever is the lesser, until payment in full of the invoice.

Termination

LML shall be entitled to terminate its appointment under this Agreement:

(a) by giving not less than three (3) months' written notice to the Company;

(b) by giving not less than thirty (30) days' written notice to the Company if the Company shall have: (i) committed any breach of its obligations under this Agreement and shall have failed to make good such breach within thirty (30) days of receipt of notice served by LML requiring it to do so; and/ or (ii) failed to perform its obligations under the Act to provide LML with either

(c) the required particulars of registrable persons (each such phrase as defined in the Act) for its beneficial ownership register or any subsequent changes and shall have failed to make good such failure following receipt of a notice served by LML requiring it to do so in accordance with the Act; or (B) a Written Confirmation, where applicable.

(d) by giving not less than seven (7) days' written notice to the Company if the Company: (i) is in material breach of any regulatory law applicable to it or is subject to any international financial sanction or is otherwise designated as a person with whom LML is prohibited from dealing; or (ii) makes a statement to LML which is false, deceptive or misleading in respect of (A) any material particular of a registrable person entered on its beneficial ownership register (including but not limited to failing to identify a registrable person); or (B) any Written Confirmation.

The Company may terminate the appointment of LML under this Agreement:

(a) by giving not less than three (3) months' written notice to LML; or

(b) by giving not less than thirty (30) days' written notice to LML if LML shall have committed any breach of its obligations under this Agreement and shall have failed to make good such breach within thirty (30) days of receipt of notice served by the Company requiring it to do so.

A termination of the appointment of LML under the provisions above shall be without prejudice to any pre-existing liability of the parties to this Agreement. LML shall be entitled to receive all fees, expenses and disbursements accrued due up to the date of such termination, whether under this Agreement or otherwise.

LML shall, on the termination of its appointment under this Agreement and upon payment by or on behalf of the Company of any outstanding fees, costs and expenses due to LML, deliver or procure to be delivered to the Company, or as the Company may direct, the registers, minute book and other corporate records of the Company which are in its possession or under its control and shall cause to resign any secretary or assistant secretary provided by it to the Company.

The Company shall, on the termination of the appointment of LML under this Agreement, if still in existence, procure the passage of a board resolution to transfer the registered office of the Company to an alternative location and LML shall be entitled to serve notice on the Registrar advising that it is no longer providing the registered office to the Company.

Complaints

If you have any complaint about any aspect of the service being provided to you under this Agreement, you should raise your concern with LML's Managing Director. If your complaint is not thereafter resolved to your satisfaction, you should email your complaint to notices@leewardmanagement.ky and your complaint will be considered by a director of LML.

Legal Action

LML shall not be required to take any legal action on behalf of the Company other than as may be expressly agreed in writing. In no circumstances shall LML take any such action unless it and its directors, officers, authorised signatories, employees and affiliates are fully indemnified and remunerated to their reasonable satisfaction for costs and liabilities.

Instructions and Reliance

In performing its duties LML shall be entitled to rely upon instructions given by, or purporting to be given by, a Manager or other Officer or authorised signatory of the Company or by any legal adviser, manager or administrator appointed by the Company.

Responsibility, Limitation of Liability, Indemnity and Release

LML shall not be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Company or any other person at any time from any cause whatsoever arising out of or in connection with this Agreement or related to the performance or non- performance of the services provided under this Agreement unless arising directly as a result of LML's actual fraud or wilful default or that of any of its directors, officers, employees or agents (as the case may be).

The Company shall indemnify (on a full indemnity basis) and hold harmless LML and each associated company, their successors and assigns and their respective directors, officers, employees, agents and partners (collectively, the "**Indemnified Persons**") and each of them, as the case may be, against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) whatsoever which they or any of them may incur or be subject to in consequence of this Agreement or as a result of the performance of this Agreement or as a result of the performance of the services under this Agreement except and to the extent that the same are as a result of the actual fraud or wilful default of the relevant Indemnified Person and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future. No person shall be found to have committed actual fraud or wilful default under this Agreement unless or until a court of the Cayman Islands has reached a final non-appealable determination to that effect.

LML shall not be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for (i) any consequential, indirect or special loss; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with this Agreement in each case whether or not LML has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt LML shall not be so liable for any loss of goodwill or reputation.

Unless caused by their actual fraud, the maximum aggregate liability of any Indemnified Person(s) under this Agreement is limited to US$10,000.

This Responsibility, Limitation of Liability, Indemnity and Release provision shall survive termination of this Agreement.

Force Majeure

LML shall not be held liable for any delay or failure to fulfil its obligations under this Agreement as a result of causes beyond its reasonable control. Such causes include, but are not limited to, fire, floods, hurricanes, pandemics, tropical storms, typhoons, acts of God, acts and regulations of any governmental or supranational authority, wars, riots, strikes, lock-outs and industrial disputes.

Miscellaneous

This Agreement may not be assigned by either party without the written consent of the other save only that LML may assign the benefit and/or burden of this Agreement to a suitably licensed affiliated entity as part of any group restructuring.

Notwithstanding any other provision of this Agreement LML shall, at all times, comply with all laws and regulations applicable to it including but not limited to its obligations as the holder of a companies management licence regulated by CIMA.

Data Protection and Records

In providing the services and otherwise fulfilling its obligations under this Agreement, LML may from time to time be required to process information which: (i) constitutes "personal data" as defined in section 2 of the Data Protection Act (As Revised) of the Cayman Islands ("**DPA**"); and (ii) is disclosed to or otherwise made available to LML by or on behalf of the Company ("**Relevant Personal Data**"). The Company acknowledges and agrees that: (a) to the extent LML acts as a "data controller" (as defined in section 2 of DPA) in respect of the Relevant Personal Data, LML may process the Relevant Personal Data in accordance with the applicable data protection laws (including DPA) and LML's privacy notice (available upon request); and (b) to the extent LML acts as a "data processor" (as defined in section 2 of DPA) in respect of the Relevant Personal Data, the provisions of the "Data Processing Addendum (Cayman)" shall apply to any processing of Relevant Personal Data undertaken by LML.

Confidentiality

It is agreed between the Company and LML (together, the "**Parties**") that neither Party shall, at any time, disclose to any other person and shall treat as confidential, any information relating to the business, finances or other matters of the other Party, which such Party has obtained as a result of its relationship with the other Party under this Agreement, save where the information is or was:

(a) already known to the recipient from a source other than the other Party without any obligation of confidentiality;

(b) in the public domain or becomes public knowledge otherwise than as a result of the unauthorised or improper conduct of the disclosing Party;

(c) disclosed as required by any law (including, but not limited to, information on the beneficial ownership register or in any Written Confirmation which is required by the Act to be disclosed to the relevant authorities) 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 central bank, governmental, supervisory or other regulatory agency or taxation authority (provided that, if legally permissible, the recipient will promptly inform the other Party of any such order, direction, request or requirement prior to disclosing any information);

(d) disclosed for legitimate business purposes to affiliates, professional advisors, service providers or agents, engaged by one of the Parties, who receive the same under a duty of confidentiality;

(e) made available by a third party who is/was entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other Party; or

(f) disclosed with the consent of the other Party.

The Parties shall ensure, and it is deemed to be understood and relied upon, that any confidential information provided to the other Party in relation to any principals, affiliates, shareholders, beneficial owners, directors, officers, employees and agents ("**Subject Persons**") of the disclosing Party is and has been provided with the consent and acceptance of the relevant Subject Persons, which the disclosing Party will be responsible for obtaining.

This Confidentiality provision: (i) does not prohibit LML from disclosing information to any affiliate for legitimate business purposes (subject to any such recipients of confidential information keeping it confidential in accordance with this Agreement); (ii) does not prohibit the Company from disclosing a copy of this Agreement to its Members or prospective Members; and (iii) shall survive termination of this Agreement.

Anti-bribery

LML has policies and procedures in place relating to bribery and corruption. LML will not on the Company's behalf or otherwise:
(a) make any payment, offer or promise to pay money or anything of value to any public official for the purpose of influencing the act or decision of, or for securing an improper advantage from such public official; or (b) make any payment, offer or promise to pay money or anything of value to any other person or entity if such payment, offer or promise is made for the purpose of influencing or securing any improper advantage; or (c) undertake any activities which will result in a contravention of the Anti- Corruption Act (As Revised) of the Cayman Islands or any other anti-bribery legislation applicable to LML.

Third Party Rights

A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that the Indemnified Persons and any Delegate may, in their own right, enforce their rights pursuant to the Responsibility, Limitation of Liability, Indemnity and Release provision and the Miscellaneous provision of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised) of the Cayman Islands.

Notwithstanding any other term of this Agreement, the consent of any person who is not a party to this Agreement (including, without limitation, any Indemnified Person or Delegate) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

This Third Party Rights provision shall survive termination of this Agreement.

Notices

Any notices to be given under this Agreement shall be sufficiently given if sent by hand, pre-paid courier or email and shall be deemed to be received (in the case of email) at 10.00 a.m. on the next business day in the place of receipt following dispatch or (in the case of by hand or by courier), five (5) days after the dispatch thereof and shall be sent:

(a) in the case of LML, to its address specified against its name in the Interpretation provision above or by e-mail to notices@leewardmanagement.ky;

(b) in the case of the Company, to such correspondence address or email address as specified by the Company to LML in writing on or about the Commencement Date;

(c) to such other correspondence address or email address or for the attention of such other person as may from time to time be notified by one party to the other party by notice given in accordance with the provisions of this Agreement; and

(d) in the absence of any address specified or notified pursuant to (b) and (c) above, to such other address as LML in its sole and absolute discretion considers appropriate.

Severance

If any provision of this Agreement shall be found by any court or arbitrator to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

Variation

The Company acknowledges and agrees that LML may, in its sole discretion, at any time and from time to time change, alter, adapt, add or remove portions of this Agreement (including the Fee Schedule), and, if LML does so, LML will circulate such amended terms and/or Fee Schedule bearing the date on which such terms came into effect. The Company's continued use of LML's services following any such change shall be deemed and constitutes the Company's acceptance of those changes and the Company acknowledges and agrees to be bound by the current version of this Agreement at all times and that unless stated in the current version of this Agreement all previous versions shall be superseded by the current version.

Arbitration and Waiver of Legal Proceedings

All claims, disputes and controversies arising out of or in connection with this Agreement, may, at LML's option, be subject to binding arbitration to be held in the Cayman Islands before a retired judge or senior lawyer to be agreed upon between the parties or in the absence of such agreement to be appointed by the President of the Cayman Islands Legal Practitioners Association or the President of any successor self-regulatory association for Cayman Islands attorneys. The arbitration will be conducted in English and in accordance with the London Court of International Arbitration Rules. The arbitrator's award shall be final and binding and may be entered in or enforced by any competent court. If court action (including any kind of claim, suit or proceeding) has been initiated by the Company against LML at or prior to the time LML elects to refer the issue to arbitration as provided for under this Agreement, then it is agreed that such action shall be discontinued, unless any arbitrator appointed determines that LML has waived the right to such a discontinuance by participating in the action without having raised, reserved or asserted its rights under this provision.

Entire Agreement

This Agreement supersedes all previous agreements between the Company and LML for the provision of registered office services and the services set out in Schedule 1 to this Agreement to the Company. This Agreement set out the entire agreement and understanding between the parties relating to its subject matter.

Proper Law and Jurisdiction

This Agreement and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to them or their formation (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

Subject to the Arbitration and Waiver of Legal Proceedings provision set out above, each of the parties to this Agreement irrevocably agrees that the courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with this Agreement, and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed by Glenn Kennedy)
duly authorised for)
and on behalf of
TACO Foundation
Manager, TACO & SUBS, LLC



Signed by Glenn Kennedy)
duly authorised for)
and on behalf of
Leeward Management Limited



Schedule 1

Services to be provided by LML

Name

LML shall ensure that the name of the Company is at all times displayed at the registered office.

Minute Book

LML shall maintain at the registered office a minute book in electronic form containing the following documents and information in relation to the Company:

(a) the certificate of incorporation;

(b) the Articles;

(c) the documents referred to in the first paragraph of the Documents and Information to be Supplied by the Company provision of this Agreement as received at the registered office from time to time;

(d) copies of annual returns filed with the Registrar;

(e) (where relevant) the undertaking as to tax concessions issued by the Financial Secretary; and

(f) the registers maintained pursuant to the Company Registers provision below.

Company Registers

LML shall maintain at the registered office in electronic form:

(a) the register of mortgages and charges specifically affecting the property of the Company, containing full particulars of any mortgage or other form of security granted by the Company. As required by the Act, such register may be inspected by any Member or creditor of the Company;

(b) the register of managers, containing their names, addresses, date of appointment and date of resignation. Such register shall not be open to public inspection without the prior consent of the Company; and

(c) if required under the Act, the Company's beneficial ownership register containing the particulars of registrable persons and/or additional matters required by the Act in the prescribed form. Such register shall not be open to public inspection. However, as required by the Act, information extracted from such register will be from time to time supplied to and maintained on an information technology solution operated by the competent authority under the Act and accessible without reference to, or any notice, or the knowledge of, LML or the Company, through a search platform by the Cayman Islands Minister charged with responsibility for Financial Services or a person designated by him/her to act for a specific purpose.

LML shall maintain the register of Members at the registered office in electronic form containing the names and addresses of each Member, the interest held, the date of issue, the date of transfer and the person to whom the interests are transferred, all on the basis of information provided by the Company. Such register shall not be open to public inspection without the prior consent of the Company.

LML may, if it is of the opinion that the Company has failed to perform its obligations under the Act to provide LML with the required particulars of registrable persons for its beneficial ownership register or failed to provide particulars of any subsequent changes or makes a statement to LML or the Registrar which is false, deceptive or misleading in respect of any material particular, notify the Company of such opinion in accordance with the Act. If the Company fails to provide LML with any missing particulars and/or a justification or correction in respect of any statement identified in such notice within one month of receipt of such notice, LML may terminate its appointment in accordance with the Termination provision of this Agreement and/or take any such other action as may be required under the Act.

Filings and Registrations

Where requested by the Company, LML shall apply for the undertaking as to tax concessions issued by the Financial Secretary and/or any renewal of the same.

Upon receipt of the relevant documents (including any relevant resolutions), information and instructions from the Company, LML shall ensure that any formalities of filing and registration arising as a result of the following are complied with:

(a) change in Managers or Officers;

(b) change in the name of the Company;

(c) amendment to the Articles;

(d) change of location of the registered office;

(e) the passing of any special resolution; and

(f) any Written Confirmation.

LML shall have no liability to the Company for any consequences of any late filings and registrations (including but not limited to in relation to any penalty fees imposed) unless information and instructions from the Company have been received by LML at least five (5) Business

Days in advance of the relevant filing and registration deadline.

Unless otherwise instructed in writing by the Company, LML shall prepare, sign as authorised signatory for the Company and file with the Registrar, the annual return form required to be submitted annually to the Registrar.

If the Company's activities are regulated under additional legislation in the Cayman Islands, LML will, by agreement with the Company, assist the Company to comply with any resulting registration, filing or payment obligations.

If the Company has determined that it is a Financial Institution (as defined in the AEOI Laws), LML will, on request and for the fee set out in the Fee Schedule, assist the Company to comply with its obligations to: (i) apply for a global intermediary identification number ("**GIIN**") from the Internal Revenue Service of the United States; and/or (ii) notify the TIA. If LML agrees to assist the Company, the Company shall provide LML with all such information and documents as LML determines, in its sole and unfettered discretion, are necessary to effect any such application for registration and/or notification. The Company acknowledges that an attestation will be required of a nominated responsible officer/principal point of contact in such application for registration and/or notification to the effect that: (a) the information provided is accurate, true, correct and complete; and (b) the Company will comply with its obligations under the AEOI Laws. The Company therefore agrees that the information provided for these purposes will be accurate, true, correct and complete and that it will comply with its obligations under the AEOI Laws in accordance with the attestation.

The Company acknowledges and agrees that, save as provided in this Agreement, LML shall not be responsible for assisting the Company comply with any other AEOI Laws applicable to it.

Subject to the paragraph below, LML may pay on the Company's behalf fees payable from time to time: (i) to the Registrar in connection with any of the filings arising under the first paragraph of this provision and on the filing of the annual return; and/or (ii) to CIMA.

It is a precondition to LML's agreement to pay on behalf of the Company any fees payable to the Registrar and/or to CIMA that it first be put in funds sufficient to cover any such payment obligations it may discharge on the Company's behalf at least five (5) Business Days in advance of any payment deadlines. In addition to the funds having to be cleared and available to LML from the bank account notified to the Company at least five (5) Business Days in advance of the applicable payment deadline, the funds must also have been transferred with allocation details in accordance with the instructions set out in the relevant invoice clearly and unambiguously referencing them to the Company. In particular, LML must first be put in funds in accordance with this paragraph before settling on behalf of the Company the annual return fees payable to the Registrar in January of each year.

LML shall have no liability to the Company (including, but not limited to, in relation to any penalty fees imposed) for any consequences to the Company of any failure to file (or any late filing of) annual filing fees within the time frame prescribed by law to maintain the Company in good standing under the laws of the Cayman Islands or any other fees payable by the Company to the Registrar or CIMA if LML has not first been put in funds in accordance with the paragraph immediately above.

Responsible officer and/or principal point of contact

If LML has agreed in writing to procure the services of a responsible officer and/or principal point of contact for the Company for the purposes of compliance with the AEOI Laws, such person shall act only in such agreed capacity as applicable but shall not in that capacity be obligated or required to undertake substantive activities on behalf of the Company (including, without limitation, conducting any due diligence or reporting pursuant to the AEOI Laws, or the execution of documentation for and on behalf of the Company) and will have no additional responsibilities or personal liability or other obligation whatsoever to the Company, including with respect to the Company's compliance with the AEOI Laws or any other law, rule or regulation.

Company Secretary

If LML has agreed to act, or agreed in writing to procure an affiliate to serve as secretary or assistant secretary to the Company, such entity shall on request certify as an officer of the Company copies of corporate documents maintained on the minute book of the Company but shall not in such capacity undertake substantive activities on behalf of the Company (including, without limitation, the execution of documentation for and on behalf of the Company).

Forwarding of Communications

LML shall use all reasonable endeavours to forward to the Company all correspondence and other communications addressed to the Company and received by LML on its behalf. LML is not obliged to open or to review such correspondence or communications and will forward them to the Company by such means as LML considers appropriate absent specific written instructions from the Company and agreement as to fees in relation to the forwarding method. LML shall not be liable to the Company for the late receipt by the Company or non-delivery of any such correspondence and other communications which LML receives on behalf of the Company from third parties absent the actual fraud or wilful default of LML.

Seal

If the Company so requires, LML shall maintain the common seal of the Company (if any) at the registered office.