

Standard Terms and Conditions

Edition 2019/1

1. In these Terms and Conditions, references to “we”, “us” and “our” are to Law Debenture Corporate Services Inc. and references to “you” and “your” are to the appointer.
2. We will accept on your behalf notice and service of process issued from federal or state courts or from federal or state agencies/instrumentalities in the United States in relation to any of the Agreements (the “Agreements”) specified in paragraph 6 of the document “Appointment of Process Agent” (the “Appointment Letter”). As soon as reasonably practicable after such service, we will notify you of such receipt by e-mail or fax a copy of the Summons/Notice of Service (or equivalent documents) served on us, but excluding any appendices or attachments thereto and any other documents served at the same time or at any later time. The originals of all documents served on us which are relevant to such proceedings will be dealt with in accordance with 3 below.
3. As soon as reasonably practicable after receipt of any documents relevant to the proceedings, we will notify you of their receipt and request your instructions as to the transmission thereof. If you do not wish to receive the originals then we will retain them for a period of six years after the appointment has ceased. The costs of transmission will be for your account and we shall be entitled to retain the relevant documents until we have received your instructions and you have put us in funds to cover such costs.
4. You will notify us in writing (quoting the reference number specified in the Appointment Letter) of any change to the information in paragraphs 1 to 5 of the Appointment Letter. We shall send the notice and documents referred to in 2 and 3 above only to the e-mail address, fax number and person(s) specified in paragraphs 3 and 4 of the Appointment Letter, as amended by any notice of changes to such information which is actually received by us.
5. If communications between you and us are disrupted so that we are unable to communicate with you as set out in 4 above, we will use our reasonable efforts to communicate by whatever means may seem appropriate to us. We shall in any event have no responsibility to ensure actual receipt by you or your nominee of any communication or document.
6. Our appointment shall cease on the Termination Date specified in paragraph 8 of the Appointment Letter unless you and we have agreed upon an extension. Any such extension may be agreed orally and evidenced by the issue by us of an invoice specifying the extension period. It is your obligation to establish and maintain an appointment for the provision of the service of process agent in accordance with whatever terms exist within the agreement(s) specified in clause 6. in the appointment letter.
7. In addition to the fee set out in our invoice, you will pay all expenses incurred by us in carrying out our duties as your agent. If you fail to pay the full amount of any invoice relating to the appointment within 30 days of its issue, we shall be entitled to terminate the appointment by notice to you given at any time after such failure unless it has been remedied. We will charge a cancellation fee to recover our costs should you notify us that the appointment should be cancelled (for any reason whatsoever). All payments shall be made without deduction for any taxes or other duties, but if you are required by law to make any such deduction, you will pay such additional amounts as will ensure that we actually receive, net of any deductions, the amount due to us. We reserve the right to inform the counterparty/lender, referred in Clause 7. of the appointment letter, if we cancel our appointment due to non-payment of our fees and will accept no liability whatsoever for any consequences of such action on the contractual relationship between you and the counterparty/lender.
8. We will, if requested by any of the parties to any of the Agreements, give to that party a confirmation, in form and substance acceptable to us, that you have appointed us as your agent. A further fee will be payable if we are requested to give such a confirmation to more than one other party.
9. You will have no right of action against us in respect of any failure to perform any of our duties hereunder unless such failure is due to our gross negligence or willful default. You will indemnify us against all liabilities, claims, costs and expenses arising in any way out of our appointment unless such liabilities, claims, costs or expenses are incurred because of our negligence or willful default.

10. The Appointment Letter, together with these Terms and Conditions, all of which shall be construed in accordance with New York law, set out the entire agreement between us and we shall have no obligations relating to our appointment other than those expressly set out therein and herein. In particular, nothing in any of the Agreements shall be taken to override any of these Terms and Conditions and we shall not be deemed to have notice of any provision of any of the Agreements. Moreover, both you and we (i) waive unconditionally all rights to a trial by jury in any action or proceeding related hereto or to our service as your agent and (ii) agree to the exclusive jurisdiction of the state and federal courts located in the City of New York to resolve any disputes hereunder or related to our service as your agent.

11. If, following the execution of an Appointment Letter, an appointor or any individual who has connections to an appointor subsequently becomes the subject of financial sanctions imposed by The Office of Foreign Assets Control of the US Department of the Treasury during the term of the appointment, the appointment will terminate immediately and without reimbursement of any fees in respect of any term that remains outstanding at the point of termination. We will notify the appointor and any counterparty specified in paragraphs 3 and 4 of the Appointment Letter within 10 US business days, in the event that this clause 11 is activated. We will accept no liability whatsoever for any consequences of such action on the contractual relationship between you and the counterparty/lender.