

Capita Registrars Limited

and

Rich Pro Investments Limited

Receiving Agent Services Agreement

Receiving Agent Services Agreement (last amended May 2017)
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DATED

25 JULY 2017

PARTIES

- (1) **Capita Registrars Limited**, a company registered in England with registered number 2605568 and having its registered office situated at The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU ("Capita"); and
- (2) **Rich Pro Investments Limited**, a company registered in the British Virgin Islands with registered number 1804683 and having its registered office situated at Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "Company")

each a "party" and together the "parties".

BACKGROUND

- A. Capita is in the business of providing receiving agent services.
- B. The Company wishes to appoint Capita as its receiving agent to provide, or procure the provision of, the Services, on the terms and conditions set out below.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, when used in this Agreement, the following words and expressions shall have the meanings set out below:

"Affiliate"	means, in respect of a party, any company which is a direct or indirect "holding company" or "subsidiary" of that party or the direct or indirect "subsidiary" of such "holding company", as such terms are defined in section 1159 of the Companies Act 2006;
"Agreement"	means this agreement and all Schedules attached to it;
"Applicable Laws"	means any law, legislation, rule, regulation, orders or directive in force in England (as the same may be amended or varied from time to time), related to the provision of the Services;
"Articles"	means the memorandum and articles of association and/or other constitutional documents of the Company;
"Business Day"	means any day which is not a Saturday, a Sunday or a bank or public holiday in England;
"Corporate Action"	has the meaning given to it in the Service and Fee Schedule;
"CREST"	means the computer based system known as CREST operated by Euroclear UK & Ireland for the transfer of uncertificated securities;

"Effective Date"	has the meaning given to it in the Service and Fee Schedule;
"Euroclear UK & Ireland"	means Euroclear UK & Ireland Limited (a subsidiary of Euroclear SA);
"Fees"	means the fees and charges set out in the Service and Fee Schedule;
"Holder"	means a registered holder of the Security which shall include, where the Security is held jointly, each joint holder of the relevant Security, and the duly authorised representative of such registered holder;
"Holder Documents"	means the documents listed as such in the Service and Fee Schedule (if any);
"IPR"	means all patents, copyright and related rights, trade marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and any other intellectual property rights, whether registered or unregistered and all similar rights which subsist or will subsist in any part of the world;
"Offer Document"	has the meaning given to it in the Service and Fee Schedule;
"Security"	has the meaning given to it in the Service and Fee Schedule;
"Service and Fee Schedule"	means the Service and Fee Schedule attached hereto as Schedule 1 as amended from time to time;
"Services"	means the services set out in the Service and Fee Schedule; and
"Special Conditions"	means the terms set out in section 4 of the Service and Fee Schedule.

- 1.2 The Company acknowledges that the terms set out in the Special Conditions form part of this Agreement. In the event of conflict between the main body of this Agreement and the Special Conditions, the Special Conditions shall prevail.
- 1.3 References in this Agreement to a "**clause**" or "**Schedule**" shall mean a clause, or Schedule of this Agreement. References to legislation, regulations, orders or rules shall mean such legislation, regulations, orders or rules, as amended from time to time or any re-enactment or replacement legislation, regulations, orders or rules, from time to time. Clause headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.4 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. CAPITA APPOINTMENT AND DUTIES

2.1 Capita's appointment

From the Effective Date, the Company appoints Capita, which accepts such appointment, to be its receiving agent to provide the Services on the terms and conditions set out in this Agreement.

2.2 Performance standards

Capita shall use reasonable skill and care in the performance of its obligations under this Agreement and shall perform the Services in compliance with Applicable Laws. Capita shall maintain all licences, permissions, authorisations, consents and permits needed by Capita to perform the Services in accordance with the terms of this Agreement.

2.3 Proper Instructions

2.3.1 Capita shall accept, and shall be entitled to act upon, instructions given to Capita from time to time in relation to the Services, as described in this clause 2.3 ("**Proper Instructions**").

2.3.2 Proper Instructions shall, for the purposes of this Agreement, mean written, emailed, facsimiled or any other electronic instructions in respect of the Services issued or purported to be issued by any person(s) authorised by the Company (including, but not limited to, the Company's corporate advisers/brokers, solicitors or principal registrar, where relevant). When acting pursuant to Proper Instructions, Capita shall not be under any duty to make any enquiry as to the genuineness or authenticity of such instructions so long as the instructions reasonably appear to be genuine and authentic and do not contain any manifest error on their face.

2.3.3 Where Capita receives evidence of the authority of any person(s) to act on behalf of the Company, it will consider such authority in full force and effect until receipt of written notice to the contrary from the Company.

2.3.4 In instances agreed in advance with Capita, Capita may also act pursuant to Proper Instructions given by telephone provided that written confirmation of such instructions is sent to Capita as soon as practicable.

2.4 Holder Documents

2.4.1 Capita shall not be held liable if it treats as valid any Holder Documents received by Capita which appear on their face to have been properly completed and executed. If Capita is unable to determine the validity of such Holder Documents, it shall seek an instruction from the Company of the action to be taken.

2.4.2 Capita shall not be responsible for any Holder Documents delivered by or on behalf of a Holder to any address other than the Capita address specified by Capita to the Company for the delivery of such Holder Documents.

2.4.3 Capita shall only process original duly completed Holder Documents bearing the original signature(s) of the Holder(s), which are received by the deadline(s) for receipt as agreed by the parties in writing. Capita shall not process any Holder Documents which are delivered by email, facsimile or other electronic transmissions.

- 2.4.4 Capita shall not process any Holder Documents which have been, or appear to have been, published on and/ or downloaded from a website unless otherwise agreed by the parties in writing.
- 2.4.5 In the event that Capita discovers a defect or irregularity in any Holder Documents or CREST instructions submitted in respect of the Corporate Action, Capita shall not be required to give notice of such defect or irregularity to the Company or the relevant Holder and may reject such Holder Documents and/ or CREST instructions.

3. THE COMPANY'S DUTIES

3.1 Information and assistance

3.1.1 The Company undertakes, during the term of this Agreement, to comply with its Articles and all applicable laws, and to:

- (a) give such information or assistance as shall be reasonably necessary to prevent fraud or to enable Capita to perform its obligations under this Agreement;
- (b) promptly provide and/or instruct any relevant third parties (including but not limited to, corporate advisers/brokers, solicitors, Euroclear UK & Ireland, the Company's principal registrar and/or former registrar, as applicable) to provide such information, records and other materials as Capita may, from time to time, request to enable it to perform the Services;
- (c) furnish Capita with draft copies of the Offer Document in order that Capita shall have sufficient and reasonable time to review and comment on such Offer Document prior to publication;
- (d) instruct its printers or mailing house to provide Capita with, by no later than the date of publication of the Offer Document, sufficient copies of the Offer Document in hard copy to meet requests for copies of these; and
- (e) where personalised Holder forms have been issued in respect of the Corporate Action, ensure that any examples of such forms that are published on a website are clearly marked as "void", "specimen" or otherwise clearly marked to indicate that they may not be used in connection with the Corporate Action.

3.1.2 The Company acknowledges that Capita will need to liaise (where applicable) with the Company's corporate nominee or depositary (the "**Nominee**") prior to the Effective Date in connection with the provision of the Services. The Company authorises Capita to contact the Nominee directly in connection with the provision of the Services both before and after the Effective Date and shall procure that the Nominee promptly provides all reasonable assistance to Capita as it may require to assist Capita in providing the Services.

3.2 Payment of Consideration

The Company will notify Capita of the amount of the consideration to be paid to Holders in respect of the Corporate Action and will ensure that the requisite cleared funds are transferred to a Capita bank account (to be notified to the Company), at least:

- 3.2.1 24 hours prior to the relevant consideration payment being made for all payments to be made through CREST; and

3.2.2 24 hours prior to the posting date of the relevant consideration payment for all payments to be made by cheque,

to allow sufficient time for cheques to be posted and for CREST payments to be processed through the banking and CREST systems. If the requisite cleared funds are not received within the timeframes set out above, Capita will not be liable for any delay in the payment of such consideration. Capita will not post cheques or authorise CREST payments for a payment of the consideration or make any payment of the consideration until it is in receipt of cleared funds to do so.

3.3 Due diligence

Capita reserves the right to carry out due diligence on the Company under Applicable Laws during the term of this Agreement. The Company shall promptly provide all relevant documentation and information reasonably requested by Capita and the provision of the Services shall be conditional on the Company continuing to satisfy all due diligence requirements imposed by Applicable Laws.

3.4 Exclusive appointment

The Company shall not instruct any third party to provide, and shall not itself provide, services similar to the Services during the term of this Agreement.

4. TERM

This Agreement shall commence on and from the Effective Date and shall, unless earlier terminated in accordance with clause 14, continue until the completion of the Services.

5. CHANGE CONTROL PROCEDURE

5.1 Any request by a party to this Agreement (the "**Requesting Party**") for a change to the scope of the Services shall be reasonably considered by the other party. Both parties, acting reasonably at all times, agree to discuss the proposed change(s) and negotiate any consequential amendments required to this Agreement as a result including, without limitation, the impact on the Fees from the date of the implementation of the change.

5.2 Changes required as a result of changes to or introduction of any Applicable Laws, or any other law or regulation which is necessary or desirable for Capita to comply with, shall become effective as soon as practicable following the request from the Requesting Party and all costs thereof shall be borne by the Company. Capita will inform the Company of the total costs of any such change. No other change to this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

6. PAYMENT OF FEES AND EXPENSES

6.1 In consideration for the provision of the Services the Company shall pay the Fees to Capita in accordance with the Service and Fee Schedule.

6.2 In addition, Capita is entitled to recover from the Company all reasonable out of pocket expenses incurred in connection with this Agreement to a maximum aggregate amount of £10,000 excluding value added tax (VAT) without the prior written consent of the Company. Out of pocket expenses shall include but not be limited to postage, Euroclear UK & Ireland message and network charges, reports, telephony services, electronic transmission charges, mailing, stationery, banking charges, printing, photocopying, courier expenses, and reasonable travelling expenses incurred in connection with the provision of the Services.

- 6.3 Capita will invoice the Company according to the invoice period, and the Company will pay each invoice according to the payment terms, as set out in the Service and Fee Schedule.
- 6.4 Capita shall be entitled to charge interest on any amounts owing from the Company but which are unpaid, at an annual rate equal to four percent (4%) above the base interest rate established by Capita's main UK bank, from time to time, from the due date until the date of payment in full.
- 6.5 The Company agrees that Capita may from time to time require legal advice in connection with the provision of the Services. Capita shall be solely responsible for obtaining any such advice but the reasonable cost of such advice will be chargeable to the Company. Save as where prohibited by law or regulation, Capita shall obtain the Company's prior written consent prior to obtaining any legal advice over £5,000 in connection with the Services.
- 6.6 The Fees and any expenses or disbursements incurred in connection with the provision of Services are quoted exclusive of any VAT, which shall be payable by the Company in addition thereto (unless an exemption applies).
- 6.7 The parties acknowledge that the Fees for the Services have been calculated taking into account the recoverability of input VAT wholly or partly attributable to the provision of the Services.
- 6.8 Where as a result of any change of law, any new or amended VAT ruling, any new or altered practice or interpretation of H.M. Revenue & Customs ("**HMRC**") or any Court or tribunal decision (which events shall be referred to individually or collectively as a "**Change of Law**") Capita suffers any restriction or reduction in the amount of input VAT wholly or partly attributable to the provision of the Services in respect of which it is entitled to a credit, the amount of fees for the Services shall, with effect from the date of such Change of Law, be increased so as to ensure Capita and the Company are put in the same financial position as if no Change of Law had occurred. Any amount required to be paid in accordance with this clause 6.8 shall be paid at the same time as any other consideration under this Agreement is due and payable.
- 6.9 Where as a result of any Change of Law the Fees for Services already supplied are deemed, as a result of such change, to have borne an amount in respect of VAT which was not VAT properly due thereon ("**Overpaid VAT**") and the Company requests in writing that Capita seeks a refund of the overpaid VAT from HMRC, Capita shall take the necessary action to claim a refund of the Overpaid VAT to the fullest amount permitted under UK legislation and will remit to the Company a sum equal to the amount actually received from HMRC in respect of such claim, less any costs and expenses incurred in relation to the claim.
- 6.10 Capita shall not be required to take any action referred to in clause 6.9 which involves engaging in any litigation or dispute with HMRC or any other tax authority or any third party, and shall not be obliged to take or omit to take any action which it, in its sole discretion, believes is or could be contrary to the interests of its business.
- 6.11 For the avoidance of doubt, save in accordance with clause 6.9, Capita shall have no liability to pay any amount to the Company in respect of any Overpaid VAT.

7. MATERIAL INTEREST

- 7.1 Capita hereby notifies and discloses to the Company that it and its Affiliates:

- 7.1.1 may undertake similar services to those provided under this Agreement for other companies;
- 7.1.2 may act as agent or make arrangements for the Company or on the Company's instructions in relation to transactions in which it is also acting for other companies; and
- 7.1.3 may from time to time seek to recover costs or remuneration from a Holder or other third party in consequence of performing its functions under this Agreement (for example, Capita may seek to recover its costs where a Holder has lost a distribution cheque issued in connection with the Corporate Action, and requests a replacement).

8. CAPITA'S WARRANTIES

8.1 Capita warrants to the Company that:

- 8.1.1 it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to provide the Services; and
- 8.1.2 this Agreement is executed by its duly authorised representative with full power and authority to bind Capita.

8.2 All of the warranties specified in this clause 8 are without prejudice to any other warranties expressed in this Agreement.

8.3 Capita acknowledges and agrees that compliance by it with each such warranty shall not relieve it of any of its other obligations under this Agreement.

9. COMPANY'S WARRANTIES

9.1 The Company warrants to Capita that:

- 9.1.1 it has full capacity and authority and all necessary consents to enter into and to perform this Agreement;
- 9.1.2 this Agreement is executed by its duly authorised representative with full power and authority to bind the Company; and
- 9.1.3 all the responses and information provided to Capita by the Company (and its advisers, representatives and agents) are true, complete, accurate and not misleading in any material respect.

9.2 All of the warranties specified in this clause 9 are without prejudice to any other warranties expressed in this Agreement.

9.3 The Company acknowledges and agrees that compliance by it with each such warranty shall not relieve it of any of its other obligations under this Agreement.

10. LIABILITY

10.1 Subject to clauses 10.2 and 10.3, the maximum aggregate liability of Capita and its Affiliates, or its or their directors, officers, employees, or agents under this Agreement (including, but not limited to, contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise) for any

damage or other loss howsoever caused arising out of or in connection with this Agreement or the provision of the Services will be limited to the lesser of:

10.1.1 £250,000; or

10.1.2 an amount equal to five (5) times the fee payable to Capita hereunder.

10.2 Notwithstanding anything to the contrary in this Agreement (but subject to clause 10.3), neither Capita, its Affiliates, nor any of their directors, officers, employees, or agents shall have any liability of any type (including, but not limited to, contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise), for any:

10.2.1 special, incidental, indirect or consequential loss or damages; or

10.2.2 direct or indirect loss of profits or opportunity; or

10.2.3 loss of goodwill, loss of reputation or customers; or

10.2.4 any other pure economic loss;

in each case in connection with or arising out of this Agreement or the Services.

10.3 Nothing in this clause 10 excludes or limits liability for death or personal injury caused by Capita's negligence, liability for fraud by Capita or any other liability which cannot be excluded by law.

10.4 Nothing in this clause 10 shall exclude or limit the right of Capita to recover, or the obligation of the Company to pay, any sums due and payable under this Agreement including, without limitation, any Fees.

10.5 In the event that Capita relies on the Company or any third parties (including but not limited to, where relevant, corporate advisers/brokers, solicitors, Euroclear UK & Ireland or the Company's principal and/or former registrar, as applicable) to forward, in a timely manner, documents, materials or information necessary for Capita to conduct the Services or to otherwise cooperate with Capita in order for Capita to perform its obligations, Capita shall not be liable to the Company for errors, delays or other consequences arising from such person's failure to do so.

10.6 Capita shall maintain an insider list where required in accordance with the requirements under the Market Abuse Regulation (Regulation 596/2014) (MAR), and UK legislation and shall remain responsible for its own regulatory compliance (and, for the avoidance of doubt, shall bear any fines levied at Capita from the FCA for regulatory breach by Capita), however it shall bear no liability to the Company for any errors or omissions under such insider list.

11. INDEMNIFICATION

11.1 The Company shall indemnify, defend and hold harmless Capita and its Affiliates, and their directors, officers, employees and agents (each, a "**Capita Indemnified Party**"), from and against any and all losses, damages, liabilities, professional fees (including but not limited to legal fees), court costs, and expenses (collectively "**Losses**") incurred by the Capita Indemnified Party resulting or arising from the Company's breach of this Agreement, and in addition any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with this Agreement or the Services contemplated in this Agreement, except to the extent such Losses are determined to

have resulted solely from the fraud, wilful default or negligence of the Capita Indemnified Party seeking indemnity under this Agreement.

- 11.2 Capita shall give the Company prompt notice of any such claim or lawsuit served upon it and shall fully co-operate with the Company and its legal representatives in the investigation of any matter the subject of indemnification. Capita shall not unreasonably withhold its approval of the settlement of any claim, liability, or action covered by this indemnification provision.

12. CONFIDENTIALITY AND IPR

- 12.1 It is understood that during the course of this Agreement, a party (the "**Receiving Party**") may receive or be exposed to data and information that is confidential or proprietary to the other party (the "**Disclosing Party**") or its licensors. All such data and information (including but not limited to, data, documents, methodologies, software, trade secrets, personnel records, business strategies, pricing and financial arrangements and commercial affairs), whether written, machine readable or verbal, made available, disclosed, or otherwise made known to a party and its employees or Affiliates as a result of this Agreement (whether disclosed before, on or after the date of this Agreement) shall be considered confidential and shall be considered the sole property of the Disclosing Party (hereinafter "**Confidential Information**").

- 12.2 The Confidential Information shall be used by the Receiving Party only for purposes of this Agreement. The Receiving Party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the Disclosing Party or the terms of this Agreement to any third party without the prior written consent of the Disclosing Party, except that each party may disclose Confidential Information:

12.2.1 to its Affiliates, agents and professional advisers or as necessary in the performance of this Agreement or the Services; and

12.2.2 to the extent it is obliged to do so by any Applicable Laws, an order of any competent judicial, governmental or regulatory body or the rules of any listing authority or stock exchange on which the party's securities are traded.

- 12.3 The foregoing obligations shall not apply to Confidential Information to the extent that it can be shown, by verifiable written records:

12.3.1 to be publicly available at the time of its disclosure or to have become publicly available thereafter other than as a result of a breach of this Agreement by the Receiving Party; or

12.3.2 to have been in the possession of or to be known by the Receiving Party prior to its receipt from the Disclosing Party; or

12.3.3 to have become available to the Receiving Party from a source other than the Disclosing Party, which source is not bound by any duty of confidentiality owed in relation to such Confidential Information.

- 12.4 Notwithstanding clauses 12.1 and 12.2, Capita may disclose for marketing purposes the fact that the Company is a client of Capita.

- 12.5 The Company agrees that Capita may use the Company's name and logo to the extent necessary for the provision of the Services. The Company shall not use the name or logo of Capita in any publicly issued documents, without the prior written consent of Capita.

- 12.6 Neither this Agreement nor the disclosure of Confidential Information by one party to another shall be taken as implying an assignment, licence or transfer to the Receiving Party of IPR in the Confidential Information.
- 12.7 The Company agrees that Capita may, where Capita considers it to be appropriate, provide an international payment service to Holders (subject to a separate contract between Capita and the relevant Holder) in respect of the conversion and payment of monies due to such Holders.
- 12.8 The Company agrees that Capita may utilise information contained in the Company's register of the Security for the purposes of informing Holders of other services provided by Capita or its Affiliates, and in respect of providing such services.
- 12.9 The parties acknowledge that the IPR and all other rights in any material and/or products created, generated and/or produced by or on behalf of Capita in connection with the provision of the Services (including, without limitation, any reports and computer programs) ("**Deliverables**") shall belong to Capita.
- 12.10 Capita grants the Company a non-exclusive non-transferable licence to use the Deliverables supplied by Capita to the Company under this Agreement for the Company's own internal business use.

13. DATA PROTECTION

- 13.1 Both parties shall comply at all times with the Data Protection Act 1998 ("**DPA**") and any regulations made under the DPA.
- 13.2 Capita acknowledges that it will generally hold personal data as a "**Data Processor**" as defined by the DPA and, in such capacity, undertakes that it shall only act on the instructions of the Company and in accordance with this Agreement in relation to the processing of any personal data as part of the Services.
- 13.3 The Company expressly authorises Capita to "**Process**" "**Personal Data**" (as those terms are defined under the DPA), for the following purposes:
- 13.3.1 maintaining a record of Holders in connection with the Corporate Action and updating such record (for example, logging any Holder Documents received by Capita);
 - 13.3.2 processing of bank account information for the processing of consideration payments; and
 - 13.3.3 other ancillary processing functions in order to ensure Capita is able to discharge its obligations under this Agreement and/or to perform the Services.
- 13.4 The Company further authorises Capita to disclose such Personal Data as is necessary to:
- 13.4.1 any person with legal, administrative or regulatory power over Capita in respect of the Services;
 - 13.4.2 Capita's Affiliates, including such Affiliates which are outside of the EEA in countries which do not have similar protections in place regarding the information and its use; and

13.4.3 any third parties who are involved in carrying out functions related to the Services,

provided that Capita shall ensure that any Affiliates outside the EEA to whom Personal Data is disclosed in accordance with 13.4.2 have put in place proper security measures to ensure at least the same level of protection of the Personal Data as is required under the DPA.

13.5 The Company agrees to comply with the obligations of a "**Data Controller**" as defined in the DPA in respect of all Personal Data processed under this Agreement and undertakes that:

13.5.1 it has made and shall maintain sufficient registrations and/or notifications under the DPA so that it may control Personal Data;

13.5.2 it shall provide Capita with details of any material changes to the registrations and notifications referred to in clause 13.5.1; and

13.5.3 where Personal Data is supplied or disclosed to Capita in connection with the Corporate Action, the Company shall ensure that it has made all necessary disclosures to and obtained all consents from the data subjects so that the processing of such Personal Data by Capita in the manner set out in this Agreement shall fully comply with the DPA.

14. TERMINATION

14.1 Either party may terminate this Agreement upon service of written notice if:

14.1.1 the other party commits a material breach of its obligations under this Agreement (including a payment default) which that party has failed to remedy within 14 days of receipt of a written notice to do so from the first party; or

14.1.2 a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings.

14.2 The Company may terminate this Agreement upon service of written notice to Capita that the Offer (as defined in the Offer Document) has been withdrawn or lapsed and no new offer is announced by the Company within 30 days of such withdrawal or lapse in which case Capita shall invoice the Company for the Services provided prior to such termination.

14.3 If this Agreement is terminated, the parties shall promptly meet to prepare a close-out schedule and Capita shall cease performing all work not necessary for the orderly close-out of the Services. The Company shall pay Capita the Fees in respect of all work actually performed, and reimburse Capita for all fees, expenses and disbursements incurred, including, but not limited to, all non-cancellable costs incurred prior to termination but paid after the termination date. The Company shall pay for all actual costs, including time spent by Capita personnel to complete activities associated with the termination and close-out of the Services including, without limitation, the fulfilment of any Applicable Laws.

14.4 Capita reserves the right to continue to hold any documents or other property of the Company until such time as all outstanding sums owing to Capita by the Company under this Agreement have been paid. On payment of all outstanding sums owing to Capita, Capita shall deliver all documents or other property of the Company to such person as the Company shall direct, at the expense and risk of the Company. Capita, however, reserves the right to retain, at its own cost, and subject to the confidentiality provisions in this Agreement, copies of all documents that may be needed to satisfy Applicable Laws or resolve disputes regarding the Services, where applicable.

15. **FORCE MAJEURE**

15.1 Neither party will be liable to the other for a delay or failure to carry out any of its obligations under this Agreement to the extent to which this is caused by any event beyond the reasonable control of the relevant party including, without limitation, strikes, labour disputes, natural disasters, war, riot, vandalism, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, failures of utility or telecommunications supply, accident, breakdown of plant or machinery, fire, flood and storm ("**Force Majeure**"). Notwithstanding the foregoing, nothing in this Agreement shall excuse a delay or failure to comply with a payment obligation under this Agreement.

15.2 The party whose performance has been delayed or prevented by Force Majeure shall promptly notify the other party on becoming aware of the Force Majeure and both parties shall take all reasonable steps to overcome and mitigate the effects of Force Majeure by the operation of contingency plans, back-up or disaster recovery or other relevant procedures as soon as reasonably practicable.

16. **ASSIGNMENT AND SUBCONTRACTING**

16.1 The parties cannot assign any of their contractual rights and obligations referred to in this Agreement without the prior written consent of the other party, save that Capita may assign or novate its rights and obligations to an Affiliate.

16.2 Capita may sub-contract the provision of the Services provided that Capita shall, at all times, remain responsible for the provision of the Services and be liable to the Company for all acts and omissions of its sub-contractors to the extent that, had such acts and omissions been of Capita, Capita would have been liable to the Company in connection with this Agreement.

17. **GENERAL**

17.1 Non-solicitation

During the term of this Agreement and for one (1) year thereafter, the Company will not, directly or indirectly, solicit or hire any employee or agent of Capita who is involved in providing the Services and who the Company comes into direct contact with, provided that the Company (or one of its Affiliates) is not and shall not be prohibited from hiring an employee who has responded to a publicly advertised vacancy.

17.2 Notices

17.2.1 Any notice required or permitted to be given under this Agreement by either party shall be sent, in writing, to the address or number set out in section 5 of the Service and Fee Schedule or to such other address or number notified in accordance with clause 17.2.2, and shall be deemed given:

- (a) on the date received if delivered personally or by an overnight delivery service;
 - (b) two (2) Business Days after the date of posting if sent by first class post
 - (c) five (5) Business Days after the date of posting if sent by airmail; or
 - (d) upon dispatch if sent by fax.
- 17.2.2 Either party may amend its details for service of notices at any time by written notice to the other party.
- 17.3 Non-waiver
- No failure, delay, relaxation or forbearance on the part of either party in exercising any right, power or privilege provided by law or under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any other right, power or privilege under this Agreement or otherwise.
- 17.4 Entire Agreement and modifications
- 17.4.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements (oral or written), negotiations and communications in respect of the same subject matter.
- 17.4.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 17.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.4.4 This Agreement may be amended, varied or modified only in writing, signed by a duly authorised person of each of the parties.
- 17.5 Contracts (Rights of Third Parties) Act 1999
- Any third party referred to in clauses 10 and 11 of this Agreement has the right to enforce such rights under this Agreement in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except as stated in this clause 17.5, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 17.6 Bribery Act 2010
- Both parties shall comply with the requirements of the Bribery Act 2010 and each party warrants to the other that it has in place adequate procedures to prevent bribery which are compulsory for all of its employees and associated persons. Each party shall provide the other party with a copy of its anti-bribery policies and procedures on request.
- 17.7 Survival of clauses
- The rights and obligations of the parties, which by intent or meaning have validity beyond such termination (including, but not limited to, rights with respect to confidentiality, ownership, indemnification and liability limitations) shall survive the termination of this Agreement.

17.8 Severability

If any provisions of this Agreement are found to be illegal or unenforceable on the grounds that they are overly broad or in conflict with applicable laws or policy, it is the intent of the parties that such provisions be replaced, reformed or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions shall not in any way be affected or impaired thereby.

17.9 No partnership, etc.

The parties acknowledge and agree that nothing in this Agreement or the provision of the Services shall be taken to constitute, create or imply a joint venture, partnership or formal business association of any kind.

17.10 Counterparts

This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

17.11 Basis of calculations


All reports and calculations carried out by Capita in connection with the Services will be carried out using third party software that complies with accepted accounting or industry standards (e.g. the Institute of Electrical and Electronics Engineers 754 floating-point calculation methodology incorporated into Microsoft Excel 2007) as Capita may in its absolute discretion think fit ("**Accredited Software**"). Neither Capita nor its Affiliates will have any liability for any error caused by the use of Accredited Software.

18. GOVERNING LAW AND JURISDICTION

This Agreement and any contractual or non-contractual claim or dispute arising out of or in connection with it will in all respects be governed and construed in accordance with the laws of England and both parties submit to the exclusive jurisdiction of the English courts.

This Agreement has been signed by the parties' duly authorised representatives:


Signed for and on behalf of
Capita Registrars Limited

} 

Name: J. O'Connor

Authorised signatory

Signed for and on behalf of
Rich Pro Investments Limited

} 

Name: _____

Title: Director

**SCHEDULE 1
SERVICE AND FEE SCHEDULE**

1. DEFINED TERMS

1.1 Unless the context otherwise requires, the following words and expressions shall have the meanings detailed below when used in this Schedule:

"Corporate Action"	means the takeover to be undertaken by the Company as described in the Offer Document;
"Effective Date"	means the date of this Agreement;
"Holder Documents"	means the Offer Document, Form of Acceptance and (where relevant) share certificates in respect of shares in the Offeree Company or <i>CREST Instruction in respect of the Corporate Action</i> ;
"Offer Document"	means the offer document to be published by the Company on or around the date of this Agreement;
"Offeree Company"	Means ASA Resource Group plc
"Persons with Information Rights"	persons specified on the information rights register maintained by or on behalf of the Offeree Company of persons nominated to enjoy information rights pursuant to the Companies Act 2006;
"Record Date"	24 July 2017. The date that data was produced for the mailing of documents to shareholders; and
"Security"/ "Securities"	means ordinary shares of 0.1 pence in the capital of the Offeree Company.

1.2 Terms not otherwise defined in this Agreement (including the Service and Fee Schedule), shall have the meaning given to them in the Offer Document. In the event of conflict between this Agreement and the Offer Document, the definitions set out in this Agreement shall prevail.

2. FEES

2.1 Capita shall charge the Company the following fees:

Professional advisory fee:	Standard £250 per hour during normal business hours (9.00am to 5.30pm) on any Business Day; and Premium £375 per hour outside normal business hours (9.00am to 5.30pm) and on any non-Business Day (where applicable) Subject to a minimum charge of £3,500
Receiving agency processing fee(s):	£7.80 per Record Date Holder subject to a minimum aggregate charge of £7,500 (excluding VAT and

	disbursements).
Set-up and maintenance of the target copy share register and register of information rights in accordance with the requirements of the Takeover Code	£300 set-up fee plus 25p per register update received.
Management and facility fee where the consideration settlement cycle is to be a period of five or less business days after the receipt of an acceptance (or any official closing date) under the terms of the offeror, if required by the offeror	£850 per settlement
<ul style="list-style-type: none"> • Undertaking extraction and return of forms of acceptance and share certificates with enclosure letter, and/or • Inputting TFE Instructions to return shares held in escrow balances in connection with notices of withdrawal. 	£10 for each notice of withdrawal or ESA message received.
Provision of additional reports: Final Figures, statements, list of shareholders including any contractual/regulator reporting. Additional reports:	Free £95
Office access	£5,000 per non-Business Day.

2.2 The applicable rate of VAT shall be applied to the above fees. Also, disbursements shall be charged in addition to the fees.

- 2.3 Capita shall invoice the Company the full amount due to Capita, and such invoices shall be due for payment immediately on presentation. Capita may email the invoices to the Company using the following email address: bianqi@hailiang.com.
- 2.4 The Company shall pay the sums due by way of bank transfer to an account nominated by Capita.

3. SERVICES

3.1. Professional advisory services

Provision of central point of expertise to interact with the Company and its advisers in connection with all matters relating to the receiving agent aspects of the Corporate Action including assisting with the preparation of the Offer Document, ancillary documents and the timetable, and participating in conference calls and/or meetings.

3.2. Receiving agency services

General Services

- Taking on external data relating to eligible participants of the Corporate Action in agreed electronic format and building a database in respect of such data.
- Providing a data file to the appointed printers or mailing house for the purposes of personalising Holder Documents and despatch of the Offer Document (including to Persons with Information Rights) or, where applicable, a website notification letter.
- Responding to telephone calls from the shareholders of the Offeree Company in relation to the procedure regarding the Forms of Acceptance.
- Updating copy registers with information received from the Offeree Company's registrar and Euroclear UK & Ireland.
- Upon request from any Holder or the Company, provide duplicate copies of the Holder Documents.
- Receiving, validating and processing Holder Documents up to the closing deadline(s) for the Corporate Action.
- Liaise with the registrar of the Security register to update the relevant holdings in accordance with the terms of the Corporate Action.
- Reporting on final valid Holder Documents received up to the closing deadline(s) for the Corporate Action as set out in the Offer Document.
- Once the Offer is declared unconditional, sending a payment request to the Escrow Agent stating the number of shares in respect of which acceptances have been received and the consideration payable and sending any further payment request(s) in relation to further acceptances.
- Operating a bank account in the name of "Capita Registrars Limited RE: Rich Pro Investments Limited/ASA Resources Group plc Takeover Proceeds" to receive cash payments from the Escrow Agent and to make cash payments to Holders under the Corporate Action.

- Preparing the forms of transfer required to transfer the Securities to the Company or a third party nominated by the Company ("**Transfer Form**").
- Calculating the stamp duty and arranging for stamp duty to be paid (subject to being placed in funds) and for the Transfer Form to be stamped by HMRC (if necessary).
- Delivering the stamped Transfer Form together with relevant acceptances to the Company's registrar.
- Closing the Corporate Action in accordance with the terms of the Corporate Action.
- Supplying management information in respect of final Holder Documents received under the Corporate Action.
- Returning Securities held in escrow together with Holders Documents submitted to Capita if the Corporate Action lapses or are received after the closing deadline.
- Issuing securities and/or cash entitlements (as applicable) subject to the appropriate authority and/or being placed in funds in accordance with the terms of the Corporate Action.

CREST Services

- Notifying Euroclear UK & Ireland of details of the Corporate Action.
- Supporting the making of any new Security application.
- Performing full Security reconciliation with Euroclear UK & Ireland at record date.
- Acting as escrow agent and maintaining escrow accounts for receipt of authenticated instructions sent through CREST.
- Considering and ruling on the validity of an election to change a previously given election by a shareholder of the Offeree Company and accepting or rejecting the requested change of election.
- Monitoring and reporting on any transfer of the Security into the restricted escrow account in respect of underlying holders who are not eligible to participate in the Corporate Action because of the jurisdiction in which the underlying holder resides (for example, USA).
- Calculating stamp duty reserve tax and arranging payment to HMRC via CREST (subject to being placed in funds).
- Transferring Securities accepted through CREST to the Company or a third party nominated by the Company.
- Instructing Euroclear UK & Ireland to credit securities and/or cash entitlements (as applicable) to accounts in CREST (subject to the appropriate authority and/or being placed in funds).

3.3 Invalid Holder Documents

Returning invalid Holder Documents.

3.4 Withdrawal rights

Processing written notices of withdrawal received by post.

3.5 Corporate Action extension

To extend the Corporate Action for a period of three months (but not more than six months) from the initial closing deadline.

3.6 Office Access

Opening premises on any non-Business Day in the UK.

4. SPECIAL CONDITIONS

4.1 Treasury Shares

The Company shall inform Capita of any treasury shares, as defined in section 724(5) of the Companies Act 2006, acquired by the Company.

5. NOTICES

5.1 Notices to the Company shall be sent to:

Rich Pro Investments Limited
No. 386, Jiefang Road
Diankou Town
Zhuji City, Zhejiang
P.R. China

Fax: +86 571 5812 0100

Attention: Ms Bian Qi

5.2 Notices to Capita shall be sent to:

Capita Registrars Limited
The Registry
34 Beckenham Road
Beckenham
Kent
BR3 4TU

Fax: 020 7901 0197

Attention: The Company Secretary