

EXECUTION VERSION

CORPORATE SERVICES AGREEMENT

2018

CSC CAPITAL MARKETS (IRELAND) LIMITED
(as the "**Corporate Services Provider**")

and

DUNMORE SECURITIES NO.1 DESIGNATED ACTIVITY COMPANY
(as the "**Company**")

Contents

1. DEFINITIONS AND INTERPRETATIONS..... 3

2. PROVISION OF SERVICES..... 4

3. OBLIGATIONS OF THE CORPORATE SERVICES PROVIDER AND THE COMPANY..... 4

4. REPRESENTATIONS AND WARRANTIES..... 5

5. ENGAGEMENT OF THIRD PARTIES..... 6

6. REMUNERATION, COSTS AND EXPENSES..... 7

7. CONFIDENTIALITY..... 7

8. INDEMNITY..... 8

9. TERMINATION..... 9

10. DATA PROTECTION..... 9

11. NON-ASSIGNMENT..... 12

12. NOTICES..... 12

13. NON-PETITION AND LIMITED RECOURSE..... 12

14. FORCE MAJEURE..... 13

15. NO PARTNERSHIP/ JOINT VENTURE..... 13

16. ENTIRE AGREEMENT..... 13

17. COUNTERPARTS & SEVERABILITY..... 14

18. GOVERNING LAW AND JURISDICTION..... 14

SCHEDULE ONE – GOVERNANCE SERVICES..... 15

SCHEDULE TWO – ADDITIONAL SERVICES..... 17

SCHEDULE THREE – DATA PROCESSING..... 19

SIGNATORIES..... 20

BETWEEN:

- 1) **DUNMORE SECURITIES NO.1 DESIGNATED ACTIVITY COMPANY**, a designated activity company incorporated under the laws of Ireland with registered number 634368 whose registered address is 28 Fitzwilliam Place, Dublin 2, Ireland (the “**Company**”);
- 2) **CSC CAPITAL MARKETS (IRELAND) LIMITED**, a private limited company incorporated under the laws of Ireland with registered number 603818 and whose registered address is 28 Fitzwilliam Place, Dublin 2, Ireland (the “**Corporate Services Provider**”);

WHEREAS:

- A. The Company wishes to appoint the Corporate Services Provider to provide certain corporate administration services to the Company on the terms and conditions set out in this Agreement.
- B. Pursuant to the terms and conditions set out in this Agreement, the Parties to this Agreement wish to make further arrangements with respect to the obligations of and services to be provided by the Corporate Services Provider to the Company.
- C. The election of officers to the Company is governed by the Company’s constitution (the “**Constitution**”).
- D. CSC Share Trustee Services (Ireland) Limited as the share trustee (the “**Share Trustee**”) holds the issued share capital (one ordinary share of EUR 1.00 which is fully paid up) in the Company which is held pursuant to a declaration of trust dated 20 September 2018 (the “**Share Declaration of Trust**”). The Share Trustee holds the beneficial interest in the issued share capital of the Company on trust for charitable purposes.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, except to the extent the context requires otherwise, terms defined and references construed in the Master Definitions Schedule set out in Schedule 1 of the incorporated terms memorandum dated on or about the date of this Agreement and signed for the purpose of identification by the parties to this Agreement and others (as the same may be amended, varied or supplemented from time to time) (the “**Incorporated Terms Memorandum**”) shall have the same meaning and construction, and the terms set out below shall have the following meanings:

“**2014 Act**” means the Irish Companies Act 2014 (as amended).

“**Applicable Law**” means any law or regulation including, but not limited to: (a) any domestic or foreign statute or regulation; and (b) any rule or practice of any Authority, stock exchange.

“**Authority**” means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign.

“**Corporate Services Fee Letter**” means the fee letter dated on or around the date of this Agreement between the Company and the Corporate Services Provider.

“**Data Protection Legislation**” means (a) the EU General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”); and (b) all other applicable data protection and data privacy laws and regulations including the EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive

2002/58/EC (to include any relevant amendments, transpositions, successors or replacements to those laws), European Commission decisions, binding EU and national guidance and all national implementing legislation.

“**Party**” means a party to this Agreement.

“**Services**” means the services to be delivered by the Corporate Services Provider set out in Schedule One and Schedule Two.

1.2 Construction

- (i) the singular includes the plural (and vice versa);
- (ii) headings are for convenience only and do not affect the construction of this Agreement;
- (iii) reference to Clauses and Schedules are to Clauses and Schedules to this Agreement;
- (iv) reference to any statute, regulation, agreement or document includes amendments and replacements of and supplements to such statute, regulation, agreement or document;
- (v) reference to any person include successors of such person and its permitted assignees and transferees; and
- (vi) for the avoidance of doubt, the Schedules to this Agreement form part of this Agreement.

2. PROVISION OF SERVICES

- 2.1 The Company hereby appoints the Corporate Services Provider and the Corporate Services Provider hereby accepts such appointment and undertakes to provide the Services with due skill, care and diligence until termination of this Agreement pursuant to Clause 9.
- 2.2 If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired thereby.

The Corporate Services Provider shall be responsible for the corporate administration of the Company and certain matters incidental thereto, with due observance of the following:

- (a) All requirements of Irish law and the Constitution of the Company;
- (b) The provisions of this Agreement (including the Services) and
- (c) The provisions under applicable Transaction Documents.

The Corporate Services Provider shall not take any steps which, so far as it is aware after such due and appropriate enquiry as is consistent with the Services, would cause the Company to be in breach of any law or any obligations under any agreement by which it is bound or would constitute a breach of any provision of the Constitution of the Company.

3. OBLIGATIONS OF THE CORPORATE SERVICES PROVIDER AND THE COMPANY

Until termination of this Agreement pursuant to Clause 9, the Corporate Services Provider agrees to perform its duties, cause the Company to discharge its obligations under all relevant laws, and provide the Services to or on behalf of the Company.

In the provision of the Services, the Corporate Services Provider agrees to act at all times in accordance with all reasonable directions, orders and instructions given by the board of directors.

In respect of any payment to be made or action to be taken by the Corporate Services Provider as part of its performance of the Services in respect of which the Corporate Services Provider would be entitled to reimbursement or indemnification under this Agreement or any other Transaction Document, the Corporate Services Provider shall not be required to expend its own funds or otherwise incur financial liability or take such action in the performance of any of its duties above or in the exercise of any of its rights or powers hereunder if there are any grounds for believing that the reimbursement of such expenditure or indemnity satisfactory to it against such risk or liability is not assured to it.

4. REPRESENTATIONS AND WARRANTIES

The Company and the Corporate Services Provider each represent and warrant to the other that:

- (i) it is a company duly incorporated and validly existing under the laws of Ireland and has its registered office in Ireland;
- (ii) it is a company with full corporate power and authority to execute, deliver and perform this Agreement and each transaction contemplated hereby and has taken all necessary action to authorise this Agreement and each transaction contemplated hereby on the terms and conditions hereof and the execution, delivery and performance of this Agreement and the performance of all obligations imposed upon it hereunder;
- (iii) it is not in violation of its constitutive documents or in breach or violation of or in default under any contract or agreement to which it is a party or by which it or any of its assets may be bound, or any applicable statute or any rule, regulation or order of any court, government agency or body having jurisdiction over it or its properties;
- (iv) this Agreement constitutes, and each instrument or document required hereunder, when executed and delivered hereunder, shall constitute its legally valid and binding obligations enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganisation, moratorium, controlled management, suspension of payments, examinership, receivership, administration, conservatorship or other similar laws now or hereafter in effect and general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);
- (v) no consent of any other person including, without limitation, its shareholders and creditors, and no licence, permit, approval or authorisation of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority, other than those that have been or shall be obtained in connection with this Agreement is required by it in connection with this Agreement or any transaction contemplated hereby or the execution, delivery, performance, validity or enforceability of this Agreement or any transaction contemplated hereby or the obligations imposed upon it hereunder;
- (vi) it has since incorporation, been resident for tax purposes solely in Ireland;
- (vii) the execution, delivery and performance of this Agreement and each transaction contemplated hereby and any documents and instruments required hereunder shall not violate any provision of any existing law or regulation binding on it, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on or applicable to, or the constitutive documents of,

or any securities issued by it or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets is or may be bound, the violation of which would have a material adverse effect on its business, operations, assets or financial condition, and shall not result in or require the creation or imposition of any security interest or lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking;

- (viii) it has not taken any corporate action nor have any other steps been taken or legal proceedings been initiated or (to the best of its knowledge and belief) threatened against it for its liquidation, winding-up, dissolution, examinership or re-organisation or for the appointment of a liquidator, examiner, receiver, receiver and manager, trustee or similar officer over it or over any or all of its assets or revenues; and
- (ix) to the best of its knowledge, information and belief (after due and diligent enquiries) no litigation, arbitration or administrative proceedings of or before any court, tribunal or governmental body have been commenced or, so far as it is aware are pending or threatened against it or any assets or revenues which may have a material adverse effect on it or on its ability to perform its obligations under this Agreement.

5. ENGAGEMENT OF THIRD PARTIES

The Corporate Services Provider may subcontract or delegate the performance of some (but not all) of its obligations under this Agreement to subcontractors, agents and/or delegates provided that:

(a) The Corporate Services Provider shall:

- (i) use all reasonable skill and care in the selection of such subcontractor, agent or delegate;
- (ii) procure that any subcontractor, agent or delegate shall devote such time and effort and provide such facilities and make available such staff or such skill and experience as may be reasonably required from time to time to enable the Corporate Services Provider to perform its obligations under this Agreement (including the Services) efficiently and in a proper and business-like manner; and
- (iii) procure that any subcontractor, agent or delegate shall:
 - (A) at all times act in accordance with all reasonable and proper directions, orders and instructions given to it in writing or in board meetings by the board of the Company; and
 - (B) not knowingly do or omit to do anything which would constitute a breach by the Company of any provision of the Transaction Documents to which the Company is a party or the Constitution or any other legally binding restriction applicable to the Company.

(b) The appointment of such subcontractor, agent or delegate will not cause the Company to become subject to any taxation which it would not otherwise have become subject to, either directly or indirectly, or would not cause the imposition of any withholding tax;

(c) The Company shall not have any liability for any costs, charges or expenses payable to or incurred by such subcontractor, agent or delegate or arising from the termination of any such arrangement in addition to the liability which the Company would have to the Corporate Services Provider under this Agreement if no such subcontracting, appointment of agent or delegation had occurred; and

- (d) No subcontractor or delegate shall, himself or itself, be entitled to subcontract or delegate the performance of all or any of the services subcontracted or delegated to him or it by the Corporate Services Provider hereunder without the prior written consent of the Company.

Notwithstanding any subcontracting, appointment of agent or delegation of the performance of its obligations under this Agreement (including the Services), the Corporate Services Provider shall not thereby be released or discharged from any liability hereunder and shall remain responsible for the performance of the obligations of the Corporate Services Provider under this Agreement (including the Services).

The Corporate Services Provider hereby agrees to indemnify and hold harmless the Company in accordance with Clause 8 (Indemnity) for all losses, damages, expenses, costs, claims and charges reasonably incurred (together with VAT thereon) arising from or caused by any disclosure of information by any of the Corporate Services Provider, its employees or agents or any nominated director or nominated company secretary which is made contrary to the provisions of Clause 7 (Confidentiality).

6. REMUNERATION, COSTS AND EXPENSES

- 6.1 Until termination of this Agreement pursuant to Clause 9, the Corporate Services Provider shall be entitled to remuneration under this Agreement in accordance with the Corporate Services Fee Letter.
- 6.2 The remuneration payable pursuant to this Clause 6 shall be borne by the Company and payable in accordance with the terms of the Corporate Services Fee Letter.
- 6.3 The Company agrees that the Corporate Services Provider is not required to advance, expend, risk or use its own funds or otherwise incur any liability on its own account in the provision of the Services.
- 6.4 Should the Corporate Services Provider be requested by the Company to undertake duties which are of an exceptional nature or otherwise outside the scope of the Services, the Company will remunerate or reimburse the Corporate Services Provider (as the case may be) accordingly.
- 6.5 The Company shall reimburse the Corporate Services Provider for all other duly justified out of pocket expenses properly incurred and documented by it, its agents, officers, directors and employees in the performance of its duties and enforcement of its rights under this Agreement and all fees and disbursements (including without limitation, legal fees) properly incurred and documented by it in the negotiation, preparation, execution and administration of this Agreement.
- 6.6 The parties hereto acknowledge that the Share Trustee will undertake certain duties and provide certain services which shall be of benefit to the Company.
- 6.7 The Corporate Services Provider is entitled to be remunerated for procuring the Share Trustee to perform its duties under the Share Declaration of Trust and under this Agreement, and the Company, in recognition of the benefits to be provided to it, hereby agrees that such remuneration (together with VAT thereon) shall be paid by it in accordance with the Corporate Services Fee Letter.

7. CONFIDENTIALITY

The Company shall not, and hereby undertakes to procure that each person nominated or deemed to be a nominated officer of the Company and any agent nominated by it pursuant to this Agreement shall not at any time disclose to any person, firm or company whatsoever, and shall treat as confidential, any information relating to the business, finances or other matters of the Company, which such person may have obtained as a result of (in the case of the Corporate Services Provider) its role under this Agreement or as employer or principal to any such director, shareholder, agent and (in the case of any such director, shareholder or agent) his or its position as director, shareholder or agent of the Company, or otherwise have become possessed,

and the Corporate Services Provider shall use all reasonable endeavours to prevent any such disclosure, provided however that the provisions of this Clause 7 shall not apply:

- i. to the disclosure of any information already known to the recipient otherwise than as a result of the breach of this Clause 7;
- ii. to the disclosure of any information which is or becomes public knowledge otherwise than as a result of such disclosure being made in breach of this Clause 7, or as a result of the unauthorised or improper conduct of the recipient;
- iii. to the extent that disclosure is required pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including, without limitation, any official bank examiners or regulators);
- iv. to the disclosure of any information to professional advisers to, or agents of, the Corporate Services Provider or any of the rating agencies who receive the same under a duty of confidentiality;
- v. to the disclosure of any information with the consent of all Parties hereto;
- vi. to the disclosure of any information to any permitted or proposed assignee of the Corporate Services Provider, who receives such information under a duty of confidentiality subject to such permitted or proposed assignee agreeing to provide an undertaking to keep the contents of this Agreement confidential on the same terms as this Clause 7 (Confidentiality); and
- vii. to the disclosure on behalf of the Company of any information required by the terms of any Transaction Documents to which the Company is now or becomes a party, to the persons to whom such disclosure is required by the terms of the relevant Transaction Documents.

8. INDEMNITY

Without prejudice to Clause 7 (Confidentiality), the Corporate Services Provider hereby undertakes with the Company to hold the Company (which in this clause shall include its respective directors, company secretary and officers) fully and effectively indemnified at all times from and against any and all losses, liabilities, damages, expenses, costs claims and charges (together with any VAT thereon) suffered or incurred by any of them and all liabilities in respect of any action, suit, claim or proceedings which may be brought, pending or threatened to be brought, whether of a civil, criminal, administrative or investigative nature, against any of them but in each case only to the extent resulting from the gross negligence, fraud or wilful default on the part of the Corporate Services Provider or any of its directors, employees, officers or agents. This indemnity is, for the avoidance of doubt, in addition to and without prejudice to any indemnity or other remedy allowed under any applicable law.

The Company shall, from time to time on written demand of the Corporate Services Provider or any of its officers or employees, indemnify and hold harmless the Corporate Services Provider and any director and any company secretary (including any former director or former company secretary) and any of the directors, officers, employees and agents of the Corporate Services Provider at the time of such demand, against any liabilities, actions, proceedings, claims or demands whatsoever (together with VAT thereon) which it or any of them may incur or be subject to in direct or indirect consequence of this Agreement or as a direct or indirect result of the performance of its functions and obligations provided for under this Agreement, except as a result of the gross negligence, fraud or wilful default on the part of the Corporate Services Provider, any director, any company secretary or any of the directors, officers, employees or agents of the Corporate Services Provider, as the case may be. This indemnity shall expressly inure to the benefit of any director, officer, employee or agent existing or future of the Corporate Services Provider and to the

benefit of any substitute Corporate Services Provider under this Agreement. For the avoidance of doubt, any former director or company secretary will have the benefit of this indemnity in respect of any liability, action proceeding, claim or demand which arises in respect of the period of its appointment and this indemnity shall survive the termination of such officers' appointment.

9. TERMINATION

- 9.1 In respect of the rights and obligations relating to the Company under this Agreement, such rights and obligations shall terminate automatically upon the appointment of a liquidator to the Company (provided that the Corporate Services Provider shall continue to provide all reasonable assistance to such liquidator in order to facilitate the orderly liquidation of the Company), or as agreed in writing between the Company and the Corporate Services Provider (such agreement not to be unreasonably withheld).
- 9.2 Notwithstanding Clause 9.1, the Company may terminate the appointment of its officers in accordance with the provisions set out in the Constitution.
- 9.3 The Corporate Services Provider may terminate this Agreement by not less than 90 days' prior written notice to each of the Parties to this Agreement.
- 9.4 This Agreement may be terminated by not less than 90 days prior written notice given by the Company to the Corporate Services Provider.
- 9.5 The Corporate Services Provider shall have the right to terminate this Agreement forthwith at any time by giving notice in writing to the Company, if the Company commits a material breach of any of the terms or conditions of this Agreement and fails to remedy this breach within 30 days of being required to do so.
- 9.6 The Company shall have the right to terminate this Agreement forthwith at any time by giving notice in writing to the Corporate Services Provider, if the Corporate Services Provider commits a material breach of any of the terms or conditions of this Agreement and fails to remedy this breach within 30 days of being required to do so.
- 9.7 In the event of a termination of this Agreement by the Corporate Services Provider pursuant to Clause 9.3, or in the event of a termination of this Agreement by the Company pursuant to Clause 9.6, the Corporate Services Provider shall immediately take all steps necessary in order to appoint a replacement corporate services provider (the "**Replacement Corporate Services Provider**") and in the event that the termination is due to a material breach by the Corporate Services Provider pursuant to Clause 9.6, the costs of the appointment of a Replacement Corporate Services Provider shall be borne by the Corporate Services Provider. In all other circumstances, the Company shall immediately take all steps necessary in order to appoint a Replacement Corporate Services Provider and shall be responsible for the costs of the appointment Replacement Corporate Services Provider. The Replacement Corporate Services Provider shall be (a) experienced in the provision of services of the type and scope provided for in this Agreement and (b) (except in the case of appointment by the Company) approved in writing by the Company. Except in the case of automatic termination of this Agreement pursuant to Clause 9.1, the Replacement Corporate Services Provider must be appointed and agree to act as Corporate Services Provider prior to the effective date of termination.

10. DATA PROTECTION

- 10.1 References in this Clause to "data controller", "personal data", "data processor", "data subject", and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them under the Data Protection Legislation.

- 10.2 To the extent that the Corporate Services Provider processes personal data for the purpose(s) of this Agreement (the "**Agreement Data**"), the Corporate Services Provider may act as a Data Controller in its own right when determining the purpose or the means of the processing of such Agreement Data that it processes or as a data processor in respect of the Agreement Data that it processes on behalf of the Company.
- 10.3 The Parties acknowledge that certain employees of the Corporate Services Provider are provided by the Corporate Services Provider to and appointed as officers of the Company pursuant to this Agreement. Where such officers perform their duties in their capacity as officers, and such duties involve the processing of personal data, the Parties acknowledge and agree that the officers shall be considered to be acting under the authority of and on behalf of the Company, which shall act as a data controller in respect of such data processing.
- 10.4 The Parties agree that where the Corporate Services Provider processes personal data for the purpose of performing KYC checks or for anti-money laundering purposes, it is acting as a data controller in respect of that data and will process it in accordance with its privacy policy which can be found at the following link: <https://www.cscglobal.com/service/csc/privacy>.
- 10.5 The Parties agree that the Corporate Services Provider acts as a data processor on behalf of the Company in relation to the provisions described in Schedule Three (Data Processing) and in such circumstances the Corporate Services Provider agrees that (and shall procure that any sub data processors agree that):
- i. it shall process personal data as necessary to perform its obligations under this Agreement and strictly in accordance with the documented instructions of the Company or its nominee, except where otherwise required by any law of the European Union and any member state of the European Union, which is applicable to the Company;
 - ii. it shall not transfer the personal data outside of the European Economic Area unless it has taken such measures as are necessary to ensure the transfer is in compliance with the Data Protection Legislation. Such measures may include (without limitation) transferring the personal data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorisation in accordance with the Data Protection Legislation, to a recipient in the United States of America that maintains a valid and up-to-date EU-US Privacy Shield certification or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
 - iii. it shall inform the Company if, in the Corporate Services Provider's opinion, any of the Company's instructions would breach the Data Protection Legislation;
 - iv. taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, it shall implement and maintain all appropriate technical and organisational measures to protect the Agreement Data and to ensure a level of security appropriate to the risk, including the risk of unauthorised or unlawful processing, access or disclosure and against accidental or unlawful loss, alteration, destruction of, or damage to, the Agreement Data;
 - v. it shall implement appropriate technical and organisational measures to protect the personal data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the personal data (a "**Data Breach**").
 - vi. without undue delay after becoming aware of a Data Breach, it shall (where feasible) notify the Company if any Agreement Data is, or is suspected to be, lost or destroyed, accessed or otherwise disclosed to a third party in breach of this Agreement, or becomes damaged, corrupted or unusable, and provide full co-operation and assistance to the Company in order to remedy or mitigate the

effects of any such Data Breach, the notice provided will specify (i) the categories and number of individuals concerned, (ii) the categories and number of records involved, (iii) the likely consequences of the breach and (iv) any steps taken to mitigate the breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

For the purpose of notifying the Company of a Data Breach under this clause, the Company's contact details are as per Clause 12.1 (i) of this Agreement;

- vii. It shall provide reasonable and timely assistance to the Company to enable the Company to fulfil its obligations to respond to requests by data subjects to exercise their rights of access, rectification or erasure, to restrict or object to processing of personal data, or to data portability (as applicable);
- viii. it shall co-operate and provide reasonable assistance to the Company in connection with (i) responding to requests from individuals or any consultations with data protection authorities, (ii) notifying Data Breaches to affected individuals or data protection authorities, and (iii) carrying out data protection impact assessments;
- ix. it shall delete or return to the Company all Agreement Data upon the Company's request or on termination or expiry of this Agreement unless otherwise required by Applicable Laws;
- x. it shall ensure that persons authorised to access the Agreement Data are subject to confidentiality obligations whether by contractual or statutory obligations;
- xi. upon request by the Company, it shall submit its data processing facilities for audit by the Company (or any independent or impartial inspection agents or auditors, selected by the Company and not reasonably objected to by the Corporate Services Provider) subject to (i) the Company agreeing to comply with Data Protection Legislation to the extent that Company accesses any personal data of the Corporate Services Provider or its sub-contractors during the audit, (ii) given at premises and on systems determined by the Corporate Services Provider in its reasonable discretion, taking into account the Corporate Services Provider's obligations to its other customers, (iii) allow Company to inspect, access and copy (but not amend) Agreement Data and retain a reasonable number of copies of Agreement Data, (iv) not to be given records or materials or systems which contain information relating to another customer of the Corporate Services Provider, and (v) reasonable confidentiality arrangements. The Company shall pay for all reasonable costs and expenses of the Corporate Services Provider in connection with the conduct of an audit. Any such audit shall not take place more frequently than once in any rolling 12 month period, unless Company demonstrates that an audit is required more frequently in order to meet its obligations under the Data Protection Legislation;
- xii. upon the Company's reasonable written request, it shall provide all information necessary to demonstrate compliance with this Clause 10 (Data Protection); and
- xiii. the Company consents to the Corporate Services Provider engaging third party subprocessors to process the personal data in accordance with the terms of this Agreement provided that: (i) the Corporate Services Provider maintains an up-to-date list of its subprocessors, which it shall update with details of any change in subprocessors at least 10 days' prior to any such change; (ii) the Corporate Services Provider imposes data protection terms on any subprocessor it appoints that require it to protect the personal data to the standard required by Data Protection Legislation; and (iii) the Corporate Services Provider remains liable for any breach of this Clause that is caused by an act, error or omission of its subprocessor. The Company may object to the Corporate Services Provider's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection.

10.6 The Parties agree that Schedule Three (Data Processing) sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller for which the Corporate Service Provider acts as a data processor.

11. NON-ASSIGNMENT

11.1 No Party to this Agreement is permitted to assign, pledge or transfer all or part of its rights and/or obligations under this Agreement without the prior written consent of the other Parties to this Agreement (which, if required shall not be unreasonably withheld), except as stated in this Clause 11.

11.2 The Corporate Services Provider may assign or transfer all or part of its rights and/or obligations under this Agreement to a substitute corporate services provider with the prior written consent of the Company.

12. NOTICES

12.1 Any communication to be made under or in connection with this Agreement must be made in writing and, unless otherwise stated, may be made by electronic communication. The contact details of the Parties for any communication to be made or delivered under or in connection with this Agreement are as follows:

i. In the case of the Company to: 28 Fitzwilliam Place, Dublin 2, Ireland

Email: capitalmarkets-ie@cscglobal.com

Attention: the Directors.

ii. In the case of the Corporate Services Provider to: CSC Capital Markets (Ireland) Limited, 28 Fitzwilliam Place, Dublin 2, Ireland

Email: capitalmarkets-ie@cscglobal.com

Attention: the Directors

Or to such other address, facsimile, number, email or marked for the attention of such other person or department as shall have been notified to the other parties hereto.

12.2 Any communication in connection with this Agreement will be deemed to be given as follows:

i. if delivered in person, or via international courier, at the time of delivery;

ii. if posted, five (5) business days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and

iii. if by e-mail or any other electronic communication, when received in legible form.

13. NON-PETITION AND LIMITED RECOURSE

13.1 The Corporate Services Provider (and any other person acting on behalf thereof) hereby acknowledges and agrees that except as provided therein, it will not take any steps or proceedings to procure the winding up, administration or liquidation of the Company and it will not take any other steps or action against the Company for the purpose of recovering any of the amounts owing to the Corporate Services Provider pursuant to this Agreement or enforcing any rights arising out of this Agreement.

- 13.2 No recourse under any obligation, covenant or agreement of the Company contained in this Agreement shall be had against any shareholder, officer or director of the Company, as such by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Company, and that no personal liability whatsoever shall attach to or be incurred by the shareholders, officers or directors of the Company, as such, or any of them under or by reason of any of the obligations, covenants or agreements of the Company contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by the Company of any of such obligations, covenants or agreements, either at common law or at equity, or by statute or constitution, of every such shareholder, officer or director is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.
- 13.3 The Company shall have no recourse against any shareholder, officer, agent, employee or director of the Corporate Services Provider in his capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant or agreement of the Company contained in this Agreement or any documents to which the relevant company is now, or hereinafter becomes, a party or otherwise.
- 13.4 It is expressly agreed and understood that the obligations of the Company and the Corporate Services Provider under this Agreement are solely the corporate obligations of the Company and the Corporate Services Provider.
- 13.5 The provisions of this Clause 13 shall survive the termination of this Agreement.

14. FORCE MAJEURE

The Company and the Corporate Services Provider shall not be liable to the other party for any delay in performing its obligations in this Agreement if due to any event (including but not limited to an act of God, fire, epidemic, explosion, floods, earthquakes, typhoons; riot, civil commotion or unrest, insurrection, terrorism, war, strikes or lockouts; nationalisation, expropriation, redenomination or other related governmental actions; Applicable Law of an Authority or supranational body; regulation of the banking or securities industry including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunications, computer services or systems, or other cause) beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement.

15. NO PARTNERSHIP/ JOINT VENTURE

This Agreement or the performance of any obligations shall not constitute a partnership or joint venture between the Parties of the Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

17. COUNTERPARTS & SEVERABILITY

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

No amendment to or other variation in this Agreement shall be effective unless it is in writing, dated and signed on behalf of all Parties to this Agreement.

18. GOVERNING LAW AND JURISDICTION

This Agreement, and any dispute, controversy, proceedings, claim or non-contractual obligations of whatever nature arising out of or in any way relating hereto, shall be governed by, and shall be construed in accordance with the laws of Ireland.

Irish courts

The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity.

Convenient Forum

The Company and the Corporate Services Provider agree that the courts of Ireland are the most appropriate and convenient courts to settle disputes between them and, accordingly, that they will not argue to the contrary.

SCHEDULE ONE – GOVERNANCE SERVICES

During the continuance of this Agreement, the Corporate Services Provider shall provide or procure the Company Administration Services as below.

- i. to provide the registered office of the Company (initially at 28 Fitzwilliam Place, Dublin 2, Ireland) including the supply of stationary and the use of telephone, e-mail and postal facilities;
- ii. to provide officers to the Company (a minimum of two Irish tax resident directors (such directors having the necessary experience and expertise) and a company secretary);
- iii. to accept services of process in Ireland served on the Company;
- iv. to ensure the Company is resident in Ireland for tax purposes and continues to be so including ensuring that all of the directors are Irish tax resident; all board of director meetings are held in Ireland with the majority of the directors being physically present; and all management and control decisions of the Company being made at these board meetings;
- v. to carry out all obligations required to be performed by a director and a company secretary under the 2014 Act and to assist the Company in complying with the 2014 Act;
- vi. to deal with all correspondence and other communications addressed to the Company at its registered office;
- vii. to prepare, maintain and keep up to date the register of beneficial owners as required under the European Union Fourth Anti-Money Laundering Directive
- viii. to maintain the statutory registers of the Company and make such registers available for inspection or supply copies of such register in accordance with the Constitution and applicable Irish Law;
- ix. to issue share certificates and effect share transfers;
- x. to arrange for the filing of the annual return to Companies Registration Office as required under the 2014 Act;
- xi. to maintain all statutory books that companies are required to maintain under the 2014 Act;
- xii. to procure a body corporate to hold the shares of the Company on trust under the Share Declaration of Trust;
- xiii. to hold one board meeting per annum in Ireland at which the majority of the directors are physically present (to approve the financial statements of the Company) and to minute such meeting and maintain the minutes in the statutory books of the Company;
- xiv. to hold a board meeting of the Company at which the majority of directors are physically present to consider the entry into and, if approved by the board of directors of the Company to execute any transaction document to be reasonably entered into in relation to the business of the Company and to use reasonable efforts to comply with the Company's obligations under the transaction documents;
- xv. to prepare and forward to the members, all statements and notices which the board is required to issue, send or serve in accordance with the Constitution and applicable Irish law;

- xvi. to prepare and file the s110 notification form with the Irish Revenue Commissioners in the manner and within the timeframe provided by Section 110 of the Taxes Consolidation Act 1997 that the Company intends to be a “Qualifying Company”;
- xvii. to register the Company under the U.S. Foreign Account Tax Compliance Act (“**FATCA**”) if the Company is required to be so registered and to apply for a Global Intermediary Identification Number (“**GIIN**”) with the US Inland Revenue Service (“**IRS**”); and
- xviii. to register the Company with an authorised local operating unit body for a Legal Entity Identifier (“**LEI**”) and assist the Company in complying with the European Market Infrastructures Regulation (648/2012/EU) (“**EMIR**”).

SCHEDULE TWO – ADDITIONAL SERVICES

The below is a non-exhaustive list of additional services that the Corporate Services Provider may provide from time to time, at an additional cost, at the request of the Company.

- i. to assist with opening and maintaining additional bank accounts in the name of the Company, in addition to those in place on Closing;
- ii. to perform other services required to comply with any new regulations not in existence at the date hereof;
- iii. to convene any other meetings (board or shareholder) required by the Company (in addition to those outlined in Schedule One), including the provision of facilities for holding such meetings and the preparation and keeping of written minutes of such meetings;
- iv. to sign any further documents or notices required pursuant to the terms of the existing Transaction Documents;
- v. to prepare monthly or quarterly management accounts;
- vi. to generate, confirm and/or send instructions for payments to and from the bank accounts of the Company;
- vii. to act as responsible officer and ensure that the Company meets its obligations under applicable law relating to FATCA including completing and filing the annual FATCA return with the Irish Revenue Commissioners;
- viii. to assist the Company to comply with any requirements which apply to it under Regulation (EU) 648/2012 (the “**European Market Infrastructures Regulation**” or “**EMIR**”);
- ix. to ensure that the Company meets its obligations under Applicable Law relating to the Common Reporting Standard (“**CRS**”), including completing and filing the annual CRS return with the Irish Revenue Commissioner;
- x. to assist the Company in complying with the Market Abuse Regulation (EU 596/2014) as incorporated into Irish law and as supplemented by any relevant regulatory technical standards, implementing technical standards, delegated acts, guidelines and reports;
- xi. to assist the Company in an administrative capacity, as reasonably requested by and in conjunction with the Company’s tax advisors in obtaining certificates of residence and to complete any required W8-BENE or similar forms;
- xii. to obtain legal, financial, accounting and/or taxation advice from the Company’s professional advisers and act thereon where considered reasonably appropriate;
- xiii. to give, at the reasonable request of the board, any directions and information to any providers of services (such as auditors, accountants, financial or management advisers or attorneys) or other agents appointed by the board;
- xiv. to communicate and liaise as necessary with the trustee and (if applicable) the relevant Stock Exchange with respect to the provision to the Noteholders of such information and the documentation as is required to be provided by the Company under the Transaction Documents to which the Company is a party;

- xv. to provide any services to the Share Trustee as required by the Share Trustee to meet its obligations under the Share Declaration of Trust, including any statutory obligations;
- xvi. to prepare, sign and deliver to the relevant person(s), upon completion of prudent due diligence investigations initiated by the Corporate Services Provider, as and when requested or required pursuant to the terms of any Transaction Document any certificate(s) of compliance or no default, in accordance with the Transaction Documents;
- xvii. to wind up the Company on receipt of the necessary expenses and costs; and
- xviii. to provide such other services as agreed between the Company and the Corporate Services Provider from time to time or that the Corporate Services Provider deems necessary in order to comply with the Transaction Documents, regulatory and/or statutory obligations of the Company.

SCHEDULE THREE – DATA PROCESSING

This Schedule contains certain details of the processing of the Agreement Data in accordance with Clause 10.

1. Subject matter and duration of the processing of the personal data

Where the Corporate Services Provider processes Agreement Data as a data processor, the personal data will be processed for the duration of its appointment under this Agreement in order to perform its obligations under this Agreement and to comply with Applicable Laws.

2. The nature and purpose of the processing of the personal data

The Personal Data will be subject to automated and manual processing operations including collection, use, analysis, transfer and erasure in connection with the corporate administration services set out in this Agreement.

3. The types of the personal data to be processed

Where the Corporate Services Provider provides company secretarial services, the types of personal data that may be processed include name, address, email address, phone number, PPSN, passport, nationality, country of residence and date of birth of the officers of the Company.

Where the Corporate Services Provider is required under Applicable Laws (including the Market Abuse Regulation (Regulation 596/2014)) to maintain a list of the names of persons discharging managerial responsibilities ("PDMRs") and their persons closely associated ("PCAs"), the types of personal data that may be processed include the names of PDMRs and PCAs.

Where the Corporate Services Provider is required under Applicable Laws (including the Market Abuse Regulation (Regulation 596/2014)) to maintain a list of persons who have access to inside information, the types of personal data that may be processed include name, professional telephone number(s), company name and address, job description, date of birth, national insurance number, personal telephone number(s) and residential address.

4. Special Categories of personal data to be processed

It is not anticipated that special categories of personal data will be processed.

5. The categories of data subject to whom the personal data relates

Officers of the Company, PDMRs and their PCAs and Persons who have access to inside information.

6. The obligations and rights of the data controller

These are set out in Clause 10 (Data Protection).

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first mentioned above.

COMPANY

SIGNED by
a duly authorised signatory
for and on behalf of
DUNMORE SECURITIES NO.1 DESIGNATED ACTIVITY COMPANY

CORPORATE SERVICES PROVIDER

SIGNED by _____
for and on behalf of
CSC CAPITAL MARKETS (IRELAND) LIMITED