



TERMS AND CONDITIONS

All Etude Services are subject to the following terms and conditions:

1. FEES:

1.1 Etude Compliance Services will commence with the preparation of the profile change once full payment on the invoice has been received;

1.2 Etude Compliance Services has no control over the Fees payable to the Regulator and the fees may be subject to change;

1.3 Due to administration involved in the preparation of a profile change, once Etude Compliance has commenced with the preparation of the profile change no refund will be made if a Client decides not to continue with the profile change;

1.4 If a Client fails to furnish Etude Compliance Services with the required information within the preparation time period as described by Etude, Etude reserves the right to cancel the services without a refund to the client / alternatively the client will forfeit the fee paid to Etude Compliance Services.

1.5 The client understands that the scope of the services are limited to the particular profile change requested by the client. For any additional services which falls outside the scope of services a consultation fee will be payable. The fee will be discussed and agreed with the client before the additional services are delivered.

2. SERVICES:

2.1 Although Etude Compliance Services makes every effort to deliver the services with the due care and diligence we do not guarantee the successful completion of a profile change;

2.2 It is the client's responsibility to furnish Etude Compliance Services with all the information and supporting documentation to enable Etude Compliance Services to prepare the profile change.

2.3 Failure to furnish Etude Compliance Services with the required information within preparation time as described by Etude will result in Etude Compliance Services suspending the services and additional fees will be agreed upon with the client to proceed with the profile change in question. Any relaxation of the last mentioned period are within the discretion of Etude Compliance Services.

2.4 It is the clients responsibility to ensure that all documentation and information provided to Etude Compliance Services in the course of the profile change is complete and accurate. Etude Compliance Services cannot be held accountable for any errors on the part of the client.



2.5 Etude Compliance Services undertakes to follow up with the client on a regular basis during the preparation time to communicate with the client regarding outstanding information / documentation required.

2.6 The Regulator publishes Service Level Commitments for profile changes. The last mentioned turnaround time periods are subject thereto and is subject to the requirements that the profile change is complete with no errors and to the Regulators satisfaction, accompanied by the prescribed fees. Etude Compliance has no control over the Regulator service turnaround times and do not warrant any service delivery periods.

2.7 It is common during the process of a profile change that the Regulator may request additional information. The Regulator may forward request for additional information directly to the client. It is the client's responsibility to forward the request to Etude Compliance Services in a timeous manner to enable Etude Compliance Services to assist client with a response.

2.8 Etude Compliance Services will regularly follow up with the Regulator to monitor the progress of the profile change having due regard to the service delivery commitments as described by the FSB. The interval of contact with the Regulator will be in the discretion of Etude Compliance Services.

3. COMMUNICATION:

3.1 Electronic communications from Etude are intended only for the person or persons to whom the communications are addressed. Absent specific instruction, such communications are not intended or approved for forwarding, copying, posting on any website, or disclosure to any unauthorized recipient and may not be relied upon by any person other than the intended addressee. Persons who receive electronic communications who are not the recipient intended by the Etude sender are asked to delete the communication without reviewing its contents, copying or forwarding the communication and notify the Etude sender as soon as possible of their receipt and deletion of the communication.

3.2 Electronic communications are intended as a convenient way to exchange information, but are not intended to create any legally binding obligation on Etude. No employee, representative, or agent of Etude is authorized to conclude any legally binding agreement, or make any legally binding representations or warranties, on behalf of Etude by electronic communication (other than through authorized DOCHUB transactions) without the express written confirmation of an officer or director of Etude. Any representation to the contrary may not be relied upon by the recipient of the electronic communication. Any electronic communications sent to Etude purporting to legally bind Etude in any way shall have no force or effect.

3.3 Any information contained in electronic communications and any attachments thereof relating to the business of Etude or any of its employees, shareholders, customers or suppliers is confidential and may be privileged.



Any such information shall not be disclosed to any third party or used for any purpose other than the purpose intended by the Etude sender. The inadvertent misdirection of an electronic communication containing confidential or privileged information shall not constitute a waiver of Etude's rights with respect to such confidentiality (including trade secrets) or privilege. Any electronic communication from an Etude sender to or from its legal counsel, including in-house legal counsel, shall be presumed subject to the attorney-client privilege even if others are copied on such communications.

3.4 Information, views and opinions contained in an electronic communication express the opinion of the sender and not necessarily the opinion of the Company. Etude policy prohibits the use of electronic communications in any harassing, illegal or discriminatory manner or that infringes or violates the rights of others. Any communications contrary to such policy are not authorized by Etude. The company will not accept any liability in respect of any such communication. Email communications to and from Etude may be monitored to ensure compliance with internal policies.

3.5 By its nature, electronic communication is subject to risk. Electronic communications are not secure and cannot be guaranteed to be error free as they can be intercepted, delayed, mis-directed, amended, altered, corrupted, lost or destroyed. Additionally, although Etude takes reasonable and customary measures to ensure that outgoing electronic communication is free of virus infection, such infection remains a possibility. The recipient should check any electronic communications and any attachments for the presence of viruses. Etude accepts no liability for any intercepted, delayed, mis-directed, amended, altered, corrupted, lost or destroyed messages, any errors or omissions in the content of any electronic communication, or any damage caused by viruses resulting from electronic communications from Etude.

Any person or entity engaging in electronic communication with Etude accepts all of the foregoing risks and these Terms and Conditions by virtue of engaging in such communication.