



ATTORNEYS-AT-LAW

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20th January 2022

BY EMAIL: pll@lambbarnosky.com

Mr. Paul Lamb
Director
Apes Hill Benevolent Society Inc.
c/o 21 Pine Road
Belleville
St. Michael, Barbados

Dear Paul,

RE: APES HILL BENEVOLENT SOCIETY INC.

We Liza Harridyal-Sodha & Associates Inc. (sometimes referred to as “**LizaLaw**”) are pleased to provide our engagement letter for consideration by the Board of Directors of the Apes Hill Benevolent Society Inc. (the “**Company**” or the “**Client**”).

We aim to offer all our clients a professional service and appreciate fully that our clients will want to know the basis upon which we will act for them. We are therefore writing this letter to set out the terms of our engagement so that both parties are aware of each other’s responsibilities.

SCOPE OF WORK

We understand that our engagement may include the provision of some or all the following services (the “**Services**”) to the Company in Barbados:

- (a) Acting as Registered Agent, providing Registered Office and Mailing Address;
- (b) Providing corporate secretarial services including but not limited to:
 - Maintaining the corporate minute book
 - Attending meetings of the Directors and Members and recording the minutes
 - preparation of Board and Members’ resolutions
- (c) Preparing and filing Annual Returns at the Corporate Registry;
- (d) Preparation and filing of notices, forms and other documents at the Registry of Corporate Affairs; and
- (e) Acting as General Legal Counsel to the Company.

THE GROVE, 21 PINE ROAD, BELLEVILLE, ST. MICHAEL, BARBADOS BB11113

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WWW.LIZALAW.COM

RESPONSIBLE ATTORNEYS

The attorney with overall responsibility for the proper conduct and supervision of all work undertaken for and on behalf of the Company will be Liza Harridyal. However, other Associates and Paralegals of LizaLaw will be engaged from time to time to assist with the provision of the Services.

CLIENT INVOLVEMENT AND RESPONSIBILITY

The Client's active participation and involvement will be necessary for the success of this endeavour. LizaLaw would expect direction and act only on instructions in respect of any one or more aspects of this engagement, and specifically in respect of non-legal matters.

In relation to all of our work and undertakings for the Company, it is the Client's responsibility to provide us with complete, accurate and timely information where we have requested this and to carry out any other obligations ascribed to the Client or others under the Client's control. We will not be responsible for any consequences, which may arise, from any delay or failure by the Client to do so and these may also result in additional fees and costs.

PROJECTED FEES AND EXPENSES

The fees and expenses with respect to the scope of Services to be provided to the Company are as follows:

<u>Item</u>	<u>Fees</u>
Acting as Registered Agent, providing Registered Office and Mailing Address:	US\$1,000 per annum
Corporate Secretarial services:	Charged on a time spent basis plus disbursements <u>or</u> agree on a set fee plus disbursements The proposed annual set fee is US\$4,500. Additional meetings in the year will incur US\$1,500 per meeting.
Annual Returns:	US\$500 per annum plus disbursements
Preparation and Filing of Notices at the Registry:	US\$250 plus disbursements
Legal and other matters not specifically mentioned herein:	Charged on a time spent basis or agree on a set fee plus disbursements prior to commencement of work.

It should be noted that if any additional work arises during the course of our acting on a specific matter or if any unusual issues arise which would require additional time and fees, we will discuss this with the Client and obtain consent in writing prior to proceeding.

The Client will be liable for all disbursements, including any government fees, incurred by us in furtherance of our performance of the Services to be provided herein.

Our hourly rates are as follows:

- (a) **Liza A. Harridyal Sodha** **US\$550.00** per hour.
(practising for over 25 years)
- (b) **Senior Attorneys** (practising for over 10 **US\$450.00** per hour.
years and less than 20 years)
- (c) **Associate Attorney** (practising under 10 **US\$350.00** or **US\$250.00** (as applicable) per
years) hour.
- (d) **Paralegal Services** **Ranges between US\$100.00** and
US\$150.00 per hour.

CONFIDENTIALITY

We have a professional responsibility to guard and hold confidential all information received by us concerning the Client, subject only to our duty under the laws of Barbados. This attorney/client privilege serves to encourage open lines of communication between attorney and client based on a mutual confidence that the Services provided are accurate and, in the Client's, best interest.

The Client should be fully aware that the scope and nature of the Services to be provided are governed by various legislation which may require the collection, use and disclosure of the Company's private and confidential information. By engaging us, the Client understands that we are required to be compliant with all relevant legislation and the Client consents to the disclosure of private and confidential information, as we deem necessary, to any of our employees or agents, governmental authorities and agencies, professional advisors, or service providers with whom we are engaged on your behalf to provide the Services for which we are retained. In all other circumstances where it is reasonably required, we agree to not disclose the Client's private and confidential information unless authorised by the Client in writing.

STATUTORY RESPONSIBILITY

Under the Money Laundering and Financing of Terrorism (Prevention and Control) Act and Guidelines, it is our legal obligation to notify the appropriate regulatory body in Barbados should any of the Client's directors or officers, members or ultimate beneficial owners be convicted of an offence, or any criminal proceedings are instituted against the Company or them.

CONFLICTS OF INTEREST

We are not aware of any potential conflict of interest arising with any other of our clients in relation to the Services to be provided to the Company. However, if during our provision of the Services, we anticipate any conflict of interest arising, we will immediately appraise the Client by written notice and address the conflict to ensure that the interests of all clients concerned are adequately protected at all times.

INDEMNITY

The Client agrees to indemnify us against any and all losses, claims, costs, expenses, actions, demands, damages, liabilities or any other proceedings, incurred or suffered by us, including in respect of any claim by a third party (whether in contract, tort, or otherwise):

- (a) arising from any breach of the Client's responsibilities and obligations under the Services provided or by reason of any action we take in good faith; and
- (b) from any liabilities we may have to the Client or any third party as a result of our reliance on any information provided by the Client or any of its representatives, which is false, misleading, incorrect or incomplete or as a result of the failure to provide information which was material information held in each of the Company's possession or control.

These indemnities also include all costs incurred by us regarding any liability or claim, including legal costs, the hourly rates of Harridyal-Sodha & Associates personnel as aforementioned and the costs of any expert engaged by us to assist in dealing with the claim or liability in any way.

TERMINATION OF SERVICES

The Client has the right to terminate our services at any time. LizaLaw also have the same right, subject to an obligation to give you reasonable notice to arrange for alternate representation. We reserve the right to discontinue work on pending matters or terminate our relationship with the Company at any time should the Company fail to fulfil its obligations outlined herein and any way which may arise subsequent or if payment remains due and unpaid for an undue length of time, upon presentation of our invoice.

In the event of our termination either at the Company's request or by our request, we will promptly submit our invoice for accrued services and costs. Any unearned monies will be promptly returned to you on settlement of our invoice.

The following services are specifically excluded from the Services to be provided to the Company:

FINANCIAL STATEMENTS AND ANNUAL TAX RETURNS

We are not responsible for preparing, reviewing, or otherwise dealing with Financial Statements or other financial matters involving the Company, save and apart from requesting a copy of same in connection with the application for annual license renewals for the Company.

We are not responsible for filing annual tax returns on behalf of the Company. There is a statutory requirement for the Company to file annual tax returns in Barbados.

TAX MATTERS

We will not provide any tax advice or other matters relating to taxation or corporate structuring to the Company. We will however implement the advice received as long as that is permissible under the laws of Barbados.

We ask that the Company sign and return a copy of this letter to us. We can then be confident that the Client understands the basis on which we are acting.

We look forward to working with the Company and providing the Services to the Company based on and subject to the terms and provisions explained above.

Yours very truly,

HARRIDYAL-SODHA & ASSOCIATES

Liza Harriyal Sodha

THE ABOVE TERMS ACCEPTED BY:

Per: _____

Name:

Title:

Date: