

Annex X - Data Room Declaration

I the holder of ID/Passport No acting as the authorised representative of hereby declare and accept that the use of the data room and the documents, files and other information contained within it is subject to the following terms and conditions:

1. References in the Data Room and in these terms and conditions to:
 - a. "the Company" "we" "our" or "us" shall mean Projects Malta Limited, their agents from time to time (including but not limited to its in-house and external legal counsels); and
 - b. "the Purchaser" "you" or "your" shall mean the user of this Data Room. If you are accessing or using this Data Room in your capacity as an employee, director, officer, partner, legal counsel or agent of a corporate or unincorporated entity those terms shall include the person accessing this Data Room, their company/firm and the entity that they are representing, and the person accessing this Data Room warrants that they are authorised to accept these terms and conditions on behalf of such entities and agree to be personally bound by these terms and conditions.
2. Use of and access to this Data Room does not of itself create any contractual relationship between you and the Company. All sales remain strictly subject to contract.
3. Electronic links to any part of this Data Room are prohibited.
4. Purchasers expressly acknowledge and agree to the following:
 - a. Whilst the Company shall use reasonable endeavours to ensure that content in the Data Room is accurate when originally posted, no warranties or representations are given as to its accuracy, completeness, reliability, suitability or quality;
 - b. The content on this Data Room is for general guidance purposes only. You must therefore satisfy yourself as to the accuracy of any information contained in this Data Room;
 - c. The content of and documents in this Data Room may be superseded or updated at any time, and the Company gives no guarantees that the contents of and documents in this Data Room are the current and most up to date versions;
 - d. Additional documents may be added to the Data Room from time to time;
 - e. The Company cannot guarantee that documents in the Data Room are accurate or complete copies of the originals;
 - f. The information in the Data Room may not be a complete set of legal documents and further documents may be pertinent.
 - g. Your access to the Data Room, these terms and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort,

from breach of statute or regulation or otherwise) shall be governed by, and construed exclusively in accordance with, the laws of Malta.

- h. All disputes or claims arising out of or relating to accessing the Data Room, and related activity, or these terms shall be subject to the exclusive jurisdiction of the Maltese Courts to which the parties irrevocably submit.
5. Based on the foregoing, the Company excludes all liability (to the fullest extent permitted by law save in respect to death and personal injury caused by negligence and for fraud) for any loss or damage caused by using or relying upon the content of the Data Room.

Today the day of, 2016

Name

Signature

and on behalf of