

Schedule C: Investor's Representations and Warranties

INVESTOR'S REPRESENTATIONS AND WARRANTIES

- 1.1. The Investor is a company duly organized, validly existing and in good standing under the laws of its relevant jurisdiction and has all necessary authorisations to conduct business in the way presently conducted, and the details available in the relevant commercial register in respect of the Investor are true, accurate, complete, not misleading and up-to-date.
- 1.2. This Agreement and other Transaction Documents constitute valid and binding obligations of the Investor, enforceable against it in accordance with its terms, subject to any provisions of applicable mandatory laws.
- 1.3. Entry into and performance by the Investor of this Agreement and other Transaction Documents and consummation of the transactions contemplated thereby will not (A) breach any provision of the articles of association, by-laws or equivalent constitutional documents of the Investor or (C) result in any violation of or default (with or without notice or lapse of time, or both) under any Order applicable to the Investor.
- 1.4. There are no contractual obligations, legal relationships, third party claims or other circumstances, which could result in the Agreement to be declared void, invalid, non-binding or unenforceable against the Investor.
- 1.5. The Investor has not entered into or become a party (or undertakes to do so in future) to any schemes or agreements created in whole or in part for the purpose of unlawfully evading taxes.
- 1.6. The Investor has available funds necessary for the performance of this Agreement, in particular, for due provision of the Investment in accordance with the terms of this Agreement.
- 1.7. All funds of the Investor originate from legitimate sources.
- 1.8. The Investor is not insolvent, over-indebted, has not filed for bankruptcy, reorganisation or similar insolvency proceedings in any jurisdiction and the Investor is under no obligation to file such motion.
- 1.9. The Investor is not subject to any enforcement proceedings and the Investor's assets are not subject to any seizure, collection, repossession, or other restriction or custody by a receiver.