

GENERAL TERMS & CONDITIONS TO AGREEMENT
(Updated Mar 3, 2022)

1. BACKGROUND & PURPOSE

This Agreement provides the framework to be used by the Parties and in support of the expression of interest to engage the Services of the consultant by the buyer.

In support of this agreement, the Buyer & the Consultant will use commercial documents as stated in the agreement

In the event of conflict between the General Terms & Conditions and specific commercial documents stated in the agreement, the general terms & agreements shall prevail over such documents stated in the agreement

2. CONFIDENTIALITY

- a. The duty of confidentiality does not comprise (i) public ideas, principles knowledge or techniques concerning data processing, (ii) information independently developed or acquired by the Consultant or the Consultant's Subsidiaries (according to the definition below), (iii) information that becomes publicly available without breach of this Agreement, or (iv) information made available with the prior written consent of Buyer.
- b. The Consultant undertakes to immediately upon request return to Buyer all information supplied to the Consultant, including copies, duplicates, floppy-disks, CD-ROMs, e t c that has been provided by Buyer or that belongs to Buyer.
- c. When this Agreement is in force, neither Party shall solicit the customers or employees of the other directly or indirectly without the prior consent of the other Party for a period of 24 months.

3. PROPRIETY RIGHTS

- a. The title to methods, software, IP's, modules, documentation and the like, which have not been ordered and paid for by the Buyer, belongs to the Consultant. Buyer may not, without a special Agreement, use, duplicate, assign or exploit such property.
- b. Ideas, knowledge or techniques regarding data processing, which is developed or provided by either Party or jointly by the Parties within the scope of this contract, and which is not subject to confidentiality may be used freely by either Party.
- c. A Party that provides or uses material is responsible for ensuring that the rights required to perform the Assignment according to this Agreement has been acquired from the proprietor.
- d. The Consultant is responsible for ensuring that material provided by the Consultant under the Assignment does not require additional licenses or royalty payments to be employed under the Assignment

4. THE PARTIES' RELATIONSHIP

- a. The Consultant shall be considered as an independent contractor. Nothing in the Agreement shall constitute any form of partnership or collaboration between the Consultant and Buyer, unless expressly stated herein.
- b. The Consultant is not entitled to act as a representative of Buyer and is not entitled to enter into agreements on behalf of the Buyer.
- c. The Consultant is entitled to use the name or trademark of Buyer in commercial or marketing activities only with Buyer's prior written consent, where such content is marked as confidential and is within the purview of the Appendix 1. At no time shall either Party issues any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party

5. TERM OF AGREEMENT

- a. This Agreement will remain in effect until explicitly terminated by either Party subject to scope as detailed in the respective supporting agreements or otherwise agreed in the supporting agreements
- b. Termination of the Agreement does not release the Parties from the Parties' obligations e g obligations to correct defects, infringement, security and confidentiality, e t c including but not limited to outstanding payments for completed and invoiced charges by the consultant and accepted by the Buyer as bonafide
- c. Notwithstanding any agreement regarding the term of the Agreement, the Consultant is entitled to terminate this Agreement with immediate effect if Buyer commits a breach of the Agreement and does not correct such breach within Thirty (30) days from the receipt of a written request thereof. The Consultant is furthermore entitled to terminate this Agreement with immediate effect if Buyer becomes bankrupt, insolvent, enters liquidation within sixty (60) days of notice thereof or can otherwise be regarded as insolvent. In such case, the Consultant is entitled to remuneration for the work which has been performed at the date of termination
- d. Notwithstanding any agreement regarding the term of the Agreement, the Buyer is entitled to terminate this Agreement with immediate effect if the consultant commits a breach of the Agreement and does not remediate to reasonable satisfaction (such response of acceptance of remediation not to

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be unreasonably withheld by the Buyer) such breach within Thirty (30) days from the receipt of a written request thereof. The Buyer is furthermore entitled to terminate this Agreement with immediate effect if the Consultant becomes bankrupt, insolvent, enters into liquidation or can otherwise be regarded as insolvent. In such case, the Consultant is entitled to remuneration for the work which has been performed at the date of termination and such payments are to be processed immediately by the Buyer regardless of the payment terms agreed either in the Agreement or supporting documents

- e. Consequences of Termination - Any property of the Buyer in the possession of the Consultant including any original or copy documents obtained by the Consultant in the course of providing the Services shall be returned to buyer at any time on request and in any event on or before the termination of this Agreement. The Consultant also undertakes to irretrievably delete any information relating to the business of the Buyer or any other company in its group or any information in relation to the Services stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Consultant's possession or under the consultant's control outside the premises of the Buyer

6. MISCELLANEOUS

- a. The Parties may not assign their rights and obligations under this Agreement without the prior written consent of the other Party. Where the Buyer is requesting an engagement with the Consultant on behalf of the Buyer's customer, it is the Buyer's responsibility to ensure compliance of its customer to the terms of this Agreement where applicable
- b. All amendments or additions to this Agreement must, to be binding, be made in writing and duly executed by the Parties.
- c. Insurance – The Consultant shall have personal liability for and shall indemnify the Buyer and any other company in its group for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant, or any substitute engaged under this Agreement, of the terms of this Agreement, including any negligent or reckless act, omission.
- d. Third Party Rights – Any person or Party who is not a Party to this Agreement has no right to benefit under or to enforce any term of this Agreement
- e. During the term of this Agreement, the Consultant shall not, on its own behalf or on behalf of third Parties induce or attempt to induce any officer/employee of the Buyer to leave the Buyer, or solicit the business of any consultant or client of the Buyer. Likewise, the Buyer will not solicit employment of any employee or contractor or representative of the Consultant irrespective of whether deployed to the Buyer's assignment or otherwise. In the unlikely event of solicitation and acceptance of employment, each Party shall pay to the other a compensation fee equivalent to 24 months compensation offered to the individual

7. FORCE MAJEURE

- a. Each Party shall be discharged from liability for non-performance, defective or late performance of any of the Party's obligations hereunder, if such non-performance, defective or late performance is due to conditions outside the performing Party's control ("Force Majeure"), which prevent or substantially obstruct the fulfilment of such obligations.
- b. Force Majeure include, but is not limited to, war, acts of war, blockades, natural disasters, restrictions in public communications or energy supply, government acts or omissions, new or changed legislation, labor disputes, fire, floods, extensive loss or destruction of property, large scale accidents, and defective or late delivery from suppliers that is caused by circumstances described in this section.
- c. A Party that claims discharge from liability according to the above section shall without delay inform the other Party thereof. Notwithstanding what the above section provides, each Party may under the mentioned circumstances terminate the Agreement with immediate effect if the other Party's fulfilment of an obligation is delayed more than three (3) months.

8. DISPUTES

8.1 Dispute – Middle East & African customers

- a. The Parties agree that this Agreement shall be interpreted under and governed by the laws of the United Arab Emirates and dispute resolution under arbitration committee, government of Dubai
- b. In the event of any dispute as arising out of this Agreement or in connection with any issue or action with respect to the provisions hereof, either Party may send a notification to the other Party specifying the essence of dispute or discrepancy, The Parties shall make every effort to settle all the disputes and discrepancies by negotiations within one (1) month.

If the representatives cannot agree and are unable to resolve the dispute by direct good faith negotiation as specified in within thirty (30) days from the date such a dispute was raised by a Party and communicated to the other Party in writing (or any other period mutually agreed between the Parties), the dispute shall be referred to and finally settled by the Dubai International Arbitration Centre (the Centre) in accordance with its rules (the Rules) before three arbitrators, one arbitrator appointed by each Party (such appointment to be made no later than fifteen (15) days after the submission of the relevant arbitration request to the Centre), and the third arbitrator to be mutually selected and appointed as chairman by the Party-nominated arbitrators. The selection and appointment of the Chairman shall be made by the Party-nominated arbitrators within fifteen (15) days of the appointment of the Party-nominated arbitrators, failing which the Centre shall appoint the chairman in accordance with the Rules. The seat for arbitration shall be in Dubai and the language of the arbitration shall be English. The arbitration proceedings (including the award) shall be kept and conducted in a confidential manner. Each Party hereby unconditionally and irrevocably reserves any right it may have to challenge in any other jurisdiction or arbitral system the decision of the Dubai International Arbitration Centre

8.2 Dispute – Europe and other continental customers

- a. The Parties agree that this Agreement shall be interpreted under and governed by the laws of the International Chambers of Commerce (ICC) and dispute resolution under the ICC International Court of arbitration
- b. In the event of any dispute as arising out of this Agreement or in connection with any issue or action with respect to the provisions hereof, either Party may send a notification to the other Party specifying the essence of dispute or discrepancy, The Parties shall make every effort to settle all the disputes and discrepancies by negotiations within one (1) month.

If the representatives cannot agree and are unable to resolve the dispute by direct good faith negotiation as specified in within thirty (30) days from the date such a dispute was raised by a Party and communicated to the other Party in writing (or any other period mutually agreed between the Parties), the dispute shall be referred to and finally settled by the ICC International Court of the arbitration in accordance with its rules (the Rules) before three arbitrators, one arbitrator appointed by each Party (such appointment to be made no later than fifteen (15) days after the submission of the relevant arbitration request to the Centre), and the third arbitrator to be mutually selected and appointed as chairman by the Party-nominated arbitrators. The selection and appointment of the Chairman shall be made by the Party-nominated arbitrators within fifteen (15) days of the appointment of the Party-nominated arbitrators, failing which the Centre shall appoint the chairman in accordance with the Rules. The language of the arbitration shall be English. The arbitration proceedings (including the award) shall be kept and conducted in a confidential manner. Each Party hereby unconditionally and irrevocably reserves any right it may have to challenge in any other jurisdiction or arbitral system the decision of the ICC International Court of the arbitration. To assure timely decision by the ICC International Court of the arbitration both parties agree to the FAST-TRACK arbitration proceedings.