

Standard Terms And Conditions

Following are the ComplexGlobal Standard terms and conditions for Consultancy, Projects, Staffing & Resources contracts. The Client accepts and agrees to be bound by these terms.

1. GENERAL

The following definitions apply to these General Terms and Conditions:

- 1.1. Client: the party commissioning the engagement.
- 1.2. ComplexGlobal refers to 'ComplexGlobal Limited' or any other part of the group
- 1.3. Contract: the agreement under which ComplexGlobal undertakes to carry out the work for the Client.
- 1.4. Commencement: the agreed ComplexGlobal working commencement date.

2. APPLICABILITY

- 2.1. These General Terms and Conditions are applicable to any provision of services to the Client by ComplexGlobal, except where provided otherwise in an Engagement Letter or Contract.
- 2.2. The Code of Conduct forms an integral part of the Contract. The Client undertakes to respect the ComplexGlobal's obligations ensuing from this Codes of Conduct at all times.
- 2.3. ComplexGlobal explicitly rejects the applicability of the Client's General Terms and Conditions where they contradict or differ from ComplexGlobal's Standard Terms & Conditions, Code of Conduct and/or the Project Agreement and Invoice.

3. CONCLUSION OF THE CONTRACT

- 3.1. The Contract consists of these General Terms and Conditions, the Agreement of Services Engagement Letter and any/all applicable ComplexGlobal polies and Codes of Conduct and is concluded as soon as ComplexGlobal has received the Engagement Letter duly signed the Client and ComplexGlobal. As long as ComplexGlobal is not in possession of a signed engagement letter and/or a purchase order, it reserves the right to deploy its staff elsewhere. The Engagement Letter is based on the information provided by the Client to ComplexGlobal at the time the Engagement Letter was drafted. The Engagement Letter is deemed to be a correct and complete representation of the Contract.
- 3.2. If the engagement was commissioned orally or ComplexGlobal has not yet received the signed Engagement Letter, the Contract is deemed to have been concluded under these General Terms and Conditions as soon as ComplexGlobal has initiated the Contract at the Client's request.
- 3.3. The Contract supersedes and replaces any previous proposals, correspondence, agreements or other communications, whether orally or in writing.
- 3.4. The Contract is concluded for an indefinite period unless its contents, nature or effect imply that it was concluded for a definite period.

4. COOPERATION BY THE CLIENT

- 4.1. The Client undertakes to provide ComplexGlobal with all information and documents which the latter believes to be required for the timely and proper execution of the Contract, and to do so on time and in the desired form and manner.
- 4.2. The Client undertakes to inform ComplexGlobal without delay of any facts and circumstances that might be relevant to the proper execution of the Contract.
- 4.3. Unless the nature of the Contract dictates otherwise, the Client is responsible for the accuracy, completeness and reliability of the information and documentation provided to ComplexGlobal, even if they originate with or are acquired from third parties.
- 4.4. Unless the nature of the Contract dictates otherwise, the Client will deploy any staff deemed required by ComplexGlobal or have this staff deployed in order to allow ComplexGlobal to assist as required in order to carry out the engagement. If specific staff are required, this will be agreed upon and laid down in the Engagement Letter. The Client undertakes to ensure that its staff is sufficiently skilled and experienced at the work to be carried out under the engagement.
- 4.5. Any additional costs and extra fees due to a delay in the execution of the Contract resulting from failure to make the requested information, documents, facilities and/or staff available, or to do so on time or in the proper fashion are for the Client's account.

- 4.6. The Client independently undertakes to comply with the applicable legislation and regulations in the field of protection of personal data relative to the processing of personal data by the Client, such as the provision to ComplexGlobal of personal data of persons (formerly) working for or affiliated with the Client, its clients or third parties, also if these data originate from third parties or were provided by third parties on the Client's instructions. ComplexGlobal cannot be held liable relative to the Client's non-compliance.
- 4.7. Both parties agree to comply with all laws, rules, and regulations, including all Municipal and National health and safety regulations that apply to the performance and the services as mentioned in this Agreement.
- 4.8. ComplexGlobal also agrees to comply with all applicable Client policies which may be in effect during the term of this Agreement.
- 4.9. ComplexGlobal will provide all health and safety documents as required by Client and have its internal health and safety professional perform Risk Assessments and Method Statements of ComplexGlobal's involvements in all of the above mentioned events.
- 4.10. Client would liaise with and allow reasonable access to ComplexGlobal's health and safety professional to conduct such assessments.

5. EXECUTION OF THE ENGAGEMENT

- 5.1. Unless expressly stipulated otherwise, ComplexGlobal will carry out all activities to the best of its knowledge and ability and in accordance with professional standards.
- 5.2. ComplexGlobal determines the manner in which the Contract will be executed and by whom, with due observance of the wishes expressed by the Client where possible. If the name or names of a staff member or staff members are explicitly mentioned in the Engagement Letter, ComplexGlobal will make an effort to ensure that the staff member or staff members in question is/are available for carrying out the work for the duration of the Contract. Despite this fact, ComplexGlobal has the right to replace this staff member or these staff members in consultation with the Client.
- 5.3. ComplexGlobal cannot carry out any activities in addition to those commissioned and bill these to the Client until the Client has given its prior consent. However, if ComplexGlobal is required to perform such additional activities by virtue of its statutory obligation to provide reliable services, it is entitled to bill these to the Client, even if the Client did not explicitly give its prior consent to the performance of additional activities.
- 5.4. The Client cannot involve third parties in the execution of the Contract unless it has reached agreement with ComplexGlobal about such involvement. This provision applies as outside involvement in a Contract, whether directly or indirectly, may significantly affect ComplexGlobal's opportunities for the proper execution of the Contract. The provisions of the preceding sentence apply to ComplexGlobal mutatis mutandis.
- 5.5. ComplexGlobal keeps working papers in relation to the Contract. This file, which contains copies of relevant documents, is the property of ComplexGlobal.

6. CONFIDENTIALITY AND DATA PROTECTION

- 6.1. All data and information received by any party for the execution of this Agreement that is considered confidential shall remain confidential and unrevealed to any external/other party even upon the expiration/termination of this Agreement.
- 6.2. ComplexGlobal recognizes that certain confidential information concerning the Client will be furnished by the Client to ComplexGlobal in connection with the Project ("Confidential Information"). ComplexGlobal agrees that it will disclose Confidential Information only to those of its directors, officers, employees, advisors or agents who have a need to know such information, or to advisors to the Client. Confidential Information shall not include information that (i) is in the possession of ComplexGlobal prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this agreement by ComplexGlobal, or

(iii) is or can be independently acquired or developed by ComplexGlobal without violating any of its obligations under this agreement.

- 6.3. The Client recognizes and confirms that ComplexGlobal (a) will use and rely primarily on the Confidential Information and on information available from public sources in performing the services contemplated by this agreement without having independently verified the same, and (b) does not assume responsibility for the accuracy or completeness of the Confidential Information or such other publicly available information.
- 6.4. In the event that ComplexGlobal receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by ComplexGlobal shall not constitute a violation of this Agreement provided that ComplexGlobal (a) promptly notifies Client of the existence, terms and circumstances surrounding such request, (b) consults with Client on the advisability of taking available legal steps to resist or narrow such request, and (c) if disclosure of such Confidential Information is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed which Client designates
- 6.5. ComplexGlobal agrees:
 - 6.5.1. That all proprietary or confidential information, in any form, to which ComplexGlobal or its agents, representative, executives or employees are given access by Client, relating to marketing, pricing, business, operations, customers or clients will be held in the strictest confidence and used only for purposes relating to this Agreement.
 - 6.5.2. To be responsible for the acts of its agents, representatives, executives and employees and to take reasonable measures to prevent unauthorised use, disclosure or reproductions of information.
 - 6.5.3. That information will remain the sole property of Client, and that neither ComplexGlobal nor any of its agents, representatives, executives or employees will gain any rights in or to this information.
- 6.6. Client agrees:
 - 6.6.1. That the terms and conditions of this Agreement are confidential and that it will not disclose any part of the Agreement or any of ComplexGlobal's services, practises, or trade secrets to any third-party without obtaining ComplexGlobal's prior written consent.

7. INTELLECTUAL PROPERTY

- 7.1. ComplexGlobal reserves all intellectual property rights in relation to products of the intellect it uses or has used and/or develops or has developed within the framework of the execution of the engagement, the copyrights or other intellectual property rights to which it holds or can exercise.
- 7.2. The Client is explicitly prohibited from reproducing, publishing or using for commercial purposes, whether alone or involving third parties, those products, including computer programs, systems designs, working methods, opinions, contracts and model contracts and other products of the intellect, all in the broadest sense of the word. These products cannot be reproduced and/or published and/or used for commercial purposes unless ComplexGlobal has given its written consent. The Client has the right to reproduce the written documents for use within its own organisation where this is in line with the purpose of the engagement.

8. FEE

- 8.1. If pricing factors, such as salaries and/or third party rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, ComplexGlobal has the right to adjust the agreed fee accordingly.
- 8.2. The fee charged by ComplexGlobal is exclusive of out-of-pocket expenses and expense claims filed by third parties commissioned by ComplexGlobal.
- 8.3. All fees are exclusive of turnover tax, local taxes, VAT, Withholding Taxes and other government levies, if any unless explicitly stipulated by ComplexGlobal. Any such taxes not stipulated are the responsibility and liability of the Client.

PAYMENT

- 9.1. The Client is required to pay the fee charged without any deduction,

discount or debt settlement no later than the date outlined on the invoice as per the specific client payment terms. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by ComplexGlobal. Objections to the amounts charged do not exempt the Client from its obligation to pay.

- 9.2. If the Client fails to pay within the period referred to in 9.1 above, it is in default by operation of law after having been reminded by ComplexGlobal at least once that payment is due within a reasonable period (more than seven (7) days). In that case, the Client is liable to pay interest (7.2%) on the credit balance with effect from the date on which the payment became due until the date of payment. In addition, all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at at least 15% of the principal plus interest, without prejudice to ComplexGlobal's right to collect the actual extrajudicial costs in excess of this amount. The judicial costs comprise all costs incurred by ComplexGlobal, even if they exceed the statutory rate.
- 9.3. If ComplexGlobal believes that the Client's financial position and/or payment performance justifies such action, ComplexGlobal has the right to demand that the Client immediately furnish security or additional security in a form to be determined by ComplexGlobal and/or make an advance payment. If the Client fails to furnish the desired security, ComplexGlobal has the right, without prejudice to its other rights, to immediately suspend the further execution of the Contract, and that which the Client owes to ComplexGlobal for whatever reason will become immediately due and payable.
- 9.4. If the event of a jointly commissioned engagement, the Clients have assumed joint and several liability for payment of the full invoice amount where the activities were performed for the Clients jointly.

10. INVOLVEMENT DISCLOSURE

- 10.1. The Client further agrees not to refer to ComplexGlobal or attribute any information to ComplexGlobal (i) in the press, (ii) for advertising or promotional purposes, or (iii) for the purpose of informing or influencing any third party without the prior written consent of ComplexGlobal.
- 10.2. In the event that the Client receives a request to disclose all or any part of any Materials under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the Client shall not constitute a violation of this Agreement provided that the Client (a) promptly notifies ComplexGlobal of the existence, terms and circumstances surrounding such request, (b) consults with ComplexGlobal on the advisability of taking available legal steps to resist or narrow such request, and (c) if disclosure of such Materials is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Materials to be disclosed which ComplexGlobal designates.

11. DELIVERY PERIOD

- 11.1. If the Client is required to make an advance payment or to make information and/or materials available for the purposes of executing the Contract, then the term taken for completion of the work will not take effect until ComplexGlobal receives the payment in full or until all information and/or materials have been made available to ComplexGlobal respectively.
- 11.2. As the duration of the Contract is subject to many factors, such as the quality of the information provided by the Client and the cooperation extended, the due dates for completion of the work should be regarded as deadlines only where this has been agreed in writing.
- 11.3. Unless execution of the Contract proves to be permanently impossible, the Client cannot terminate the Contract on account of overdue performance, unless ComplexGlobal does not perform the Contract, either partially or in full, within a reasonable period of which it was notified in writing after expiry of the agreed delivery period.

12. TERMINATION AND CANCELLATION

- 12.1. Unless the requirements of reasonableness and fairness dictate otherwise, the Client and ComplexGlobal have the right to terminate the Contract, whether prematurely or not, in writing at any time with due observance of a 21-day period.
- 12.2. Either party may terminate the Contract, whether prematurely or not, in writing without due observance of a notice period if the opposite party fails to pay its debts or if a bankruptcy trustee, administrator or liquidator has been appointed, the opposite party is subject to debt

rescheduling, or ceases its operations for any other reason or if the opposite party considers it to be likely, within reason, that one of the above circumstances will apply to the opposite party or if a situation has arisen that justifies immediate termination in the interest of the party terminating the Contract.

- 12.3. If the Client decides to terminate the Contract, whether prematurely or not, ComplexGlobal is entitled to compensation as well as for additional costs that must reasonably be incurred as a result of the premature termination of the Contract, (e.g. costs in relation to subcontracting, staff travel & expense or other incurred costs) unless the termination was motivated by facts and circumstances that can be attributed to ComplexGlobal. In all cases of termination, whether premature or not, ComplexGlobal retains the right to payment of the expense claims for the work carried out up to then. Any additional costs relating to the transfer of the work will be charged to the Client.
- 12.4. If the client decides to terminate the contract at any time, for any reason, they are liable for the charges as invoiced as per the following schedule:
 - 12.4.1. More than 30 Days: 100% of Expenses incurred and any work already performed as per clause 12.2
 - 12.4.2. 15 Days – 30 Days prior to commencement: 50% of the invoiced total is due (Excluding expenses) & 100% of all incurred costs & expenses is due
 - 12.4.3. Less than 15 days til commencement: 100% of the invoiced total including all expenses and incurred costs.

13. INDEMNITY AND LIMITATION OF LIABILITY

- 13.1. The Client hereby agrees to indemnify and hold harmless (i) ComplexGlobal, (ii) any entity directly or indirectly controlling, controlled by, or under common control with, ComplexGlobal, or any other affiliates of ComplexGlobal or such entities (collectively "ComplexGlobal Group"), and (iii) the respective directors, officers, stockholders, agents and employees of ComplexGlobal and such entities (collectively, "Indemnified Persons"), from and against all claims, liabilities, losses, damages, and expenses as incurred (including reasonable legal fees and disbursements of counsel and the costs of ComplexGlobal professional time), joint or several (including actions or proceedings in respect thereof) (collectively "Losses"), relating to or arising out of: (i) the Project (including without limitation the provision of consulting services), or (ii) any transaction or matter which is related to the subject matter of the Project.
- 13.2. The Client shall not, however, be liable under the foregoing indemnity agreement to the extent that any such Losses are determined by an arbitration pursuant to this agreement or are otherwise finally determined, as the case may be, to have resulted primarily from the gross negligence, willful misconduct or bad faith of any Indemnified Person in connection with the Project.
- 13.3. The Client also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or in tort or otherwise) to the Client or any person claiming through the Client, including without limitation its owners, parents, affiliates, security holders or creditors, for any Losses suffered by the Client or any such other person relating to or arising out of (i) the Project (including without limitation the provision of consulting services), or (ii) any transaction or matter which is related to the subject matter of the Project, and further agrees that ComplexGlobal shall be reimbursed for any expenses as incurred by any Indemnified Persons relating to the foregoing (including reasonable legal fees and disbursements of counsel and the costs of ComplexGlobal professional time).
- 13.4. The Client further agrees that it will not settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is an actual or potential party to such claim, action or proceeding) unless the Client has given ComplexGlobal reasonable prior written notice thereof and obtained an unconditional release of each Indemnified Person from all liability arising therefrom, which unconditional release shall not place any non-financial obligations on any Indemnified Person.
- 13.5. The Client acknowledges and agrees that its obligations hereunder shall be in addition to any rights that any Indemnified Person may have at law or otherwise.
- 13.6. Upon receipt by ComplexGlobal of notice of a claim, action or proceeding in respect of which indemnity may be sought hereunder, ComplexGlobal shall promptly notify the Client with respect thereto. If in ComplexGlobal's reasonable judgment there is no conflict of interest between ComplexGlobal (or any Indemnified Person) and the

Client, the Client may at its option assume and control the defense of any litigation or proceeding in respect of which indemnity is sought hereunder with counsel reasonably acceptable to ComplexGlobal. If in ComplexGlobal's reasonable judgment there is a conflict of interest between ComplexGlobal (or any Indemnified Person) and the Client, ComplexGlobal shall assume and control the defense of any litigation or proceeding (as it relates to ComplexGlobal or any such Indemnified Person) in respect of which indemnity is sought hereunder with counsel reasonably acceptable to the Client. The Client shall not be liable hereunder or otherwise for any settlement of any claim, action or proceeding effected without its written consent, which shall not be unreasonably withheld. Nothing contained herein shall prevent ComplexGlobal from retaining, at its own expense, legal counsel of its choice.

- 13.7. ComplexGlobal shall maintain general and professional liability insurance in such amounts as to satisfy its indemnification obligations under this Agreement.

14. ASSIGNMENT

- 14.1. Unless ComplexGlobal has given its express consent, the Client is not permitted to assign any obligation laid down in this Contract to third parties. ComplexGlobal is entitled to attach conditions to its consent. The Client undertakes in any case to impose all relevant payment obligations laid down in the Contract on the third party. Unless Client and ComplexGlobal explicitly agree otherwise, the Client, in addition to the third party, will continue to be liable for the obligations laid down in the Contract and the General Terms and Conditions.
- 14.2. In the case of assignment the Client indemnifies ComplexGlobal against all third-party claims arising from the Client's non-performance or incorrect performance of any obligation laid down in the Contract and/or these General Terms and Conditions, unless any imperative national or international rule or law dictates otherwise.

15. WORK PRODUCT & LICENSE

- 15.1. In this Agreement the term "Work Product" shall mean all work product generated by ComplexGlobal solely or jointly with others in the performance of the services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, procedures, technology, code, improvements, copyrights, trademarks and trade secrets.
- 15.2. Client shall have a perpetual, irrevocable, nontransferable, paid-up right and license to use and copy the Materials and prepare derivative works based on the Materials for its internal use. All other rights in the Materials, subject to the terms of Section 12 remain in and/or are assigned to ComplexGlobal. The parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives of this Section.
- 15.3. Client acknowledges that ComplexGlobal may develop for itself, or for others, problem solving approaches, frameworks or other tools, plans, documentation, procedures, assessments, work product or information similar to the Materials and processes developed in performing the Project and any additional Services, and nothing contained herein precludes ComplexGlobal from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.
- 15.4. ComplexGlobal agrees, at the request and cost of Client to promptly sign, execute, make and do all such deeds, documents, acts and things as Client may reasonably require, or desire to perfect its entire right, title and interest in and to any Work Product.
- 15.5. All Work product shall be promptly communicated to Client.
- 15.6. ComplexGlobal warrants that it shall not knowingly incorporate into any Work product any material that would infringe any intellectual property rights of any third party.
- 15.7. In connection with the Project, ComplexGlobal may furnish the Client with reports, plans, documents, analyses, briefings or other such materials (the "Materials"). The Client understands and agrees that any such Materials will be furnished solely for its internal use and may not be furnished in whole or in part to any other person other than its directors, officers and employees without the prior written consent of ComplexGlobal.
- 15.8. The Client may furnish Materials to its internal staff as well as contractors, suppliers and necessary experts and consultants who have been retained by the Client to provide services in connection with the Project and who need to know such information in the performance of such services if (i) the Client informs each such person of the confidential nature of the Materials, (ii) each such person agrees not to disclose the Materials to any other person and to

use the Materials solely in connection with the performance of its services to the Client, and (iii) each such person agrees that in connection with discussions with or disclosures to other third parties, it will attribute any information contained in the materials to ComplexGlobal

16. CLIENT RESPONSIBILITIES

- 16.1. The Engagement letter and/or quotation specifically outlines what is included within our agreement and unless otherwise stipulated, the client is responsible for any reasonable requests to complete the project including but not limited to mains power, content creation, required plant and access equipment, government permits & charges, access permissions, cleaning and rectification charges, security & fire protection, staff catering, travel, visas, insurance and other subsistence costs. ComplexGlobal reserves the right to make arrangements on the client's behalf and charge these as part of our final invoice. Any such arrangements will be communicated to the client and where possible, acceptance provided. Where timeliness or communications/geography do not allow for acceptance to be sought, the client accepts these charges as part of ComplexGlobal's delivery of service.
- 16.2. All such provisions of requirements added after this agreement/invoice will be deemed subject to these terms and conditions as well as those of the engagement letter.
- 16.3. Where the Client is undertaking to provide any services where ComplexGlobal have specific requirements and policies (such as travel standards, flights, accommodation, catering or Health & Safety related functions), ComplexGlobal will provide suitable direction regarding requirements. If the Client does not provide requirements commiserate with ComplexGlobal's standards or requirements, ComplexGlobal at their sole discretion reserves the right to arrange and charge for such requirements on the final invoice.

17. INDEPENDENCE

- 17.1. ComplexGlobal undertakes to comply with the relevant independence guidelines dictated by national and international regulators at all times. In order to allow ComplexGlobal to comply with the relevant independence guidelines, the Client undertakes to inform ComplexGlobal timely, correctly and completely of the legal and control structure of the Client's business or the group to which the Client belongs, all its financial and other interests and participations, as well as all its other alliances, financial or otherwise, in the broadest sense of the word.
- 17.2. ComplexGlobal's advice to our clients and our dealings with our stakeholders will always be objective - with no geographic or political bias - and we will tell them the truth (however unpalatable it may be at times). In turn, ComplexGlobal will never compromise on its own commitment to act ethically and with integrity.

18. USE OF THE INTERNET

- 18.1. During the execution of the Contract, the Client and ComplexGlobal will be able to communicate via electronic mail at either party's request. Both the Client and ComplexGlobal recognise the risks associated with electronic mail, including, but not limited to, distortion, delays and viruses. The Client and ComplexGlobal hereby declare that they will not hold each other liable for any losses incurred by either of them as a result of the use of electronic mail. Both the Client and ComplexGlobal will do or not do all that can reasonably be expected from them to avoid such risks. If the Client or ComplexGlobal is in doubt as to the correctness of a mail message they have received, then the contents of the message originating with the sender is decisive.

19. COMMUNICATION

- 19.1. ComplexGlobal understand that the Client will want to receive periodic updates throughout the timeline of this engagement with respect to the progression of the services discussed herein as it relates to the success of the project. These updates are likely to be facilitated through the use of written updates as well as through in-person meetings between the Client and ComplexGlobal. As previously indicated in the Independence of ComplexGlobal as Independent Consultant section of this agreement, we understand that the conduct of the project shall be subject to the monitoring, oversight and direction of the Client. ComplexGlobal agrees to promptly comply and remain consistent with professional standards. ComplexGlobal agrees to provide regular progress reports, updates and information concerning the conduct and progress of the services agreed.

- 19.2. Upon approval of the engagement letter by the Client, ComplexGlobal will commence meetings with the Client regarding the form, nature, extent and frequency of the progress reporting and regular communications with the Client.

20. TERM OF FORFEITURE

- 20.1. Except where otherwise provided in the Contract, rights of action and other powers enjoyed by the Client for whatever reason vis-à-vis ComplexGlobal will lapse in any event one year after an occurrence leading to the Client's entitlement to invoke these rights vis-à-vis ComplexGlobal.

21. RENUNCIATION OF RIGHTS

- 21.1. The rights or powers enjoyed by ComplexGlobal under this Contract will not be affected or limited by ComplexGlobal's failure to directly enforce any rights or powers. Any right or authority laid down in or ensuing from any provision or condition of this Contract can only be renounced in writing.

22. FORCE MAJEURE

- 22.1. Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused Party's obligations continues for a period in excess of seven (7) calendar days, either Party shall have the right to terminate this Agreement upon fourteen (14) calendar days' prior written notice to the other Party.

23. CONVERSION

- 23.1. If and to the extent that, in all reasonableness and fairness or by virtue of its unreasonably onerous nature, any of the provisions of the Contract cannot be invoked, the provision in question will in any event be accorded a meaning corresponding as closely as possible to the original contents and tenor so that this provision can nevertheless be invoked.

24. SUBSEQUENT EFFECT

- 24.1. The provisions of this Contract, which are intended, either expressly or tacitly, to remain in effect even after termination of this Contract, will remain in effect after the Contract has been terminated and continue to bind both parties.

25. CONTRADICTORY CLAUSES

- 25.1. If these General Terms and Conditions and the Engagement Letter contain conflicting conditions, the conditions contained in the Engagement Letter will prevail.

26. CLIENT ACKNOWLEDGEMENT

- 26.1. It is the long-standing practice of ComplexGlobal to serve multiple clients within industries, including those with opposing economic interests, as well as counter-parties in potential and actual merger, acquisition and alliance transactions. ComplexGlobal is committed to maintaining the confidentiality of each client's information (generally as described in this agreement) in all such situations. Accordingly, the Client acknowledges the possibility and agrees that ComplexGlobal may have served, may currently be serving or may in the future serve other companies whose interests are adverse to those of the Client, including parties with whom the Client (i) competes; (ii) has a commercial relationship or potential commercial relationship (e.g., suppliers, distributors); (iii) enters into competitive bidding situations; and (iv) enters into or considers entering into merger, acquisition, divestiture, alliance or joint venture transactions.

27. STAFFING AND NON SOLICITATION

- 27.1. It is explicitly agreed that ComplexGlobal personnel exclusively remain employees of ComplexGlobal for the entire duration of the Contract. ComplexGlobal personnel shall at all times act under the full supervision and responsibility of ComplexGlobal. At no time whatsoever shall the Client be considered as the employer of ComplexGlobal personnel. ComplexGlobal however accepts that the

Client is entitled to give the following instructions to ComplexGlobal personnel including (i) Instructions with regard to health and safety rules applicable within the Client's firm; (ii) instructions with regard to the working time schedules as applicable within the Client's firm (including breaks, ...); (iii) instructions with regard to the daily execution of the Services such as instructions with regard to the internal organisation of the Client (e.g. use of parking lots, access control, use of hard- and software, passwords,), guidelines necessary for the proper and qualitative execution of the Services agreed between ComplexGlobal and the Client.

27.2. The Client hereby guarantees to ComplexGlobal that it has complied with all laws in connection with the Services to be rendered by ComplexGlobal personnel under this Contract, including without limitation all applicable health and safety legislation and the information obligations of the employee's representatives provided therein.

27.3. The Client undertakes to not directly or indirectly hire or recruit ComplexGlobal personnel if said personnel was directly concerned within the 18 months prior to said hiring or recruitment with provision of the Services or was directly connected otherwise with the Contract. In the event that the Client does hire or recruit the aforementioned personnel, the Client shall undertake to pay to ComplexGlobal compensation which is equal to 10 months of the gross salary of the employee in question. In addition the Client agrees to make no call on the professional services of ComplexGlobal personnel members who do not act on account of the above.

27.4. ComplexGlobal will perform Services under this Agreement as an independent contractor of Client. Nothing Contained in this Agreement will be deemed or construed by the parties or any third party to create the relationship of principle and agent, a fiduciary, or of partnership, joint venture or any other type of association between the company and ComplexGlobal, it being expressly understood and agreed that neither the provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between Client and ComplexGlobal other than customer and service provider.

27.5. No officer, employee, agent or independent contractor of either party will at any time be deemed an employee, representative, agent or contractor of the other party solely because of this Agreement. ComplexGlobal will be responsibly for the management and performance of all his subcontractors and suppliers. ComplexGlobal will have no authority to enter into any contracts or commitments on Client's behalf. Client has the right to establish reasonable policies and protocols applicable to such services.

28. SOCIAL RESPONSIBILITY

28.1. ComplexGlobal contributes to sustainable development, including greater corporate social responsibility on the part of any business and industry we deal in. It is a condition for both parties that the business shall be based on stringent ethical requirements, and that it does not contribute to corruption, the violation of human rights or poor working conditions, or have a harmful impact on local communities and the environment. ComplexGlobal expects its customers and partners to have a code of ethics and guidelines for corporate social responsibility. It is also expected that any stakeholders ComplexGlobal engage with (be they suppliers, vendors, third parties or clients) are engaged in a manner that furthers and does not inhibit ComplexGlobal from carrying out its work in a manner consistent with ComplexGlobal's Code of Ethics. (ComplexGlobal's Code of Ethics is downloadable via www.complexglobal.co/change4rbetter)

28.2. If serious matters are uncovered that are in breach of the above-mentioned principles, this may constitute grounds for ComplexGlobal terminating the agreement.

28.3. ComplexGlobal is in compliance with, and requires its subcontractors and any person under its control to comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights (including, without limitation, human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development and bribery and corruption, including any legislation or regulation implementing the Principles (the "Rules").

28.4. ComplexGlobal has adopted and implemented appropriate and effective policies to ensure compliance with these Rules, including: (a) the implementation of due diligence and data collection procedures reasonably designed to monitor compliance with the Rules; (b) the establishment of internal review and accountability structures to

oversee internal compliance with the Rules; (c) the coordination of regular training and instruction for its employees and offering training and instruction to its suppliers and subcontractors regarding compliance with the Rules; (d) the requirement that its subcontractors certify their compliance with the Rules; and (e) the implementation of regular subcontractor audits, either directly or through a third-party auditor, to monitor compliance efforts.

29. ANTI BRIBERY AND CORRUPTION

29.1. Parties undertake to comply with all relevant laws and regulations that proscribe, prohibit or penalize acts of bribery, corruption and related criminal acts or torts, in all their dealings and relations, whether in relation with this Contract and the Services provided under this Contract or otherwise, in whatever form and howsoever arising. ComplexGlobal and the Client have not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official (as defined below) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment. For purposes of this Contract, a "Government Official" is broadly defined as and includes: (i) any elected or appointed government official (e.g., a member of a ministry of health); (ii) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function; (iii) any political party officer, employee, or person acting for or on behalf of a political party or candidate for public office; (iv) an employee or person acting for or on behalf of a public international organization; or (v) any person otherwise categorized as a government official under local law; where "government" is meant to include all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive). Parties will pass on the obligations under this agreement to their employees and directors, and will ensure that third parties involved in the performance of the Contract or in the performance of a project under this Contract are contractually bound by the obligations in this agreement. If the Client breaches any of the covenants set forth in this article, (i) this Contract shall become null and void; (ii) Client will hold ComplexGlobal harmless against any damages or other monetary payment ComplexGlobal may have to pay as a result of Client's breach of this article.

29.2. By virtue of various anti-money laundering legislation, ComplexGlobal is required to identify its clients and their beneficial owners. Accordingly, ComplexGlobal might request from the Client and will retain certain information (such as a copy of the identity card of the Client's representative and the identity of the ultimate economic beneficiary of the Services) and documentation for this purpose and/or make searches of appropriate databases. The Client undertakes to provide ComplexGlobal with the requested information and to keep ComplexGlobal informed on a timely basis of any changes regarding that information and documentation. If satisfactory information and documentation is not provided in response to its request within a reasonable period of time, there may be circumstances in which ComplexGlobal is not able to provide or to continue to provide the Services.

30. ENTIRE AGREEMENT AND GOVERNING LAW

30.1. This Agreement (including any appendices) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, and may not be modified or amended except in writing signed by both parties.

30.2. With exception to work billed via the United Arab Emirates office, any dispute, difference, controversy or claim arising out of or in connection with this contract, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the laws of Hong Kong, excluding that body of law controlling conflicts of law, will govern all disputes arising out of or relating to this Agreement.

30.3. Where this agreement is executed, billed AND invoiced via ComplexGlobal Middle East (based in United Arab Emirates), Any dispute, difference, controversy or claim arising out of or in connection with this contract, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre ("the DIFC Courts")