

**PURCHASE ORDERS
General Conditions**

1. DEFINITIONS AND INTERPRETATION

1.1 In the Agreement:

AED means dirhams, the lawful currency of the United Arab Emirates;

Affiliates means (i) in relation to the Client, all other departments or entities owned by or associated with the Government of Dubai, and (ii) in relation to the Supplier, its holding companies and its subsidiaries in which the Supplier owns or has control of, directly or indirectly, more than 50% of the voting shares, and each an **Affiliate**;

Agreement means the Purchase Order and these General Conditions which apply to and are incorporated into the Purchase Order;

Business Day means a day, excluding Fridays, Saturdays and public holidays, on which licenced commercial banks are open for business in Dubai, United Arab Emirates;

Commencement Date means the earlier of (i) the date set out in the Purchase Order for the commencement of the provision of the Deliverables, (ii) the date for the commencement of the provision of the Deliverables agreed between the Parties (but not set out in the Purchase Order) and (iii) the first date on which Deliverables are provided pursuant to the Agreement;

Confidential Information means any information or document in whatever form or format belonging to, in the possession of, under the control of, in the knowledge of, or howsoever related to the Client or its Affiliates, which has been disclosed or made available, directly or indirectly, to the Supplier in any manner, (i) which is confidential and proprietary in nature, (ii) which has been designated as confidential by the Client or its Affiliates, (iii) the unauthorised disclosure of which would, or would be likely to, prejudice the interests of the Client or its Affiliates, and this includes, without limitation, all Intellectual Property Rights, trade secrets, know-how, all personal and sensitive data and all discussions, negotiations and services provided or to be provided relating wholly or partly to the Services, the Agreement or the affairs of the Client or its Affiliates;

Deliverables means the goods and/or services to be provided by the Supplier to the Client as described in the Purchase Order (or as otherwise agreed between the Parties), and the provision of any goods and/or services which are necessary or incidental thereto;

Fees means the fee or fees specified in the Purchase Order (or as otherwise agreed between the Parties in writing);

Force Majeure Event means any event or condition beyond the reasonable control of the affected Party, which arises after the date of the Agreement and completely and totally prevents the performance of its obligations under the Agreement (but not arising as a result of its own fault or negligence), provided that it shall exclude circumstances arising from economic downturns or

1.2 In the Agreement:

- (a) any particulars, schedules or annexes of the Purchase Order or of these General Conditions form part of the Agreement;
- (b) the words **include** and **including** shall mean including without limitation;
- (c) if there is any conflict or inconsistency between the provisions of these General Conditions and the provisions of the Purchase Order, the order of precedence shall be as follows:
 - (i) the General Conditions; then
 - (ii) the Purchase Order;
- (d) for the avoidance of doubt, to the extent that these

the inability to make payment;

General Conditions means these general terms and conditions for purchase orders;

Good Industry Practice means the practices, methods and procedures and that best degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced professional of international repute engaged in carrying out activities required for the provision of the Deliverables under the same or similar circumstances;

Intellectual Property Rights means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Main Representative has the meaning ascribed to it in Clause 12.1;

Project Materials means any materials, documents, tools and data created, developed or invented by the Supplier, its representatives or subcontractors (whether individually or jointly with the Client) in relation to or as part of the provision of the Deliverables but excluding the Supplier's Materials;

Project Plan means any plan for the provision of the Deliverables provided by the Supplier to the client, detailing the timeline (and, in the case of goods, the required quantities) for the completion of such provision, as described in Clause 4;

Purchase Order means the purchase order entered into between the Client and the Supplier (expressly including any Particulars, Schedules or annexes thereof and/or any other documents referred to or otherwise incorporated into the Purchase Order) on the Client's standard terms with respect to the provision of the Deliverables and into which the provisions of these General Conditions are incorporated;

Supplier's Materials means: (i) materials, documents, tools, data, whether personal, sensitive or otherwise, information, text, drawings, and any other property of the Supplier that are embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, provided to, granted the permission to use and access, or otherwise made available by the Supplier to the Client for the purpose of the Agreement; and (ii) materials, documents tools, data, whether personal, sensitive or otherwise, information, text, drawings, and any other property of the Supplier that are embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, not created, developed or invented in the course of providing the Deliverables, including its ordinary correspondence, know-how, methodology and tools; and

Term has the meaning set out in Clause 3 below.

2. INCORPORATION OF GENERAL CONDITIONS

For the avoidance of doubt, these General Conditions apply to and are expressly incorporated into the Purchase Order (and all other contracts for the supply of services and/or goods entered into by the Client. If General Conditions refer to a specific clause or provision of the Purchase Order which is not in fact contained in the Purchase Order, then the Client shall in its sole discretion determine the correct application and interpretation of the relevant provision(s) of these General Conditions.

3. TERM

- The Agreement shall commence on the Commencement Date and shall continue and remain in full force and effect until the later of:
- (a) the expiry date set out in the Purchase Order;
 - (b) the expiry date agreed between the Parties (but not set out in the Purchase Order); and
 - (c) the date the Deliverables have been fully provided to the satisfaction of Client in accordance with the terms of the Agreement (the Term),
- unless terminated in accordance with the provisions of the Agreement or as otherwise agreed by the Parties in writing.
- 4. PROJECT PLAN**
- Subject to Clause 5, at the request of the Client, the Supplier undertakes to provide to the Client a comprehensive plan for the provision of the Deliverables provided by the Supplier to the Client, declaring the timeline (and, in the case of goods, the required quantities) for the completion of such provision within seven (7) days of signing the Purchase Order. The Project Plan may be varied or amended in writing from time to time with the Client's prior written approval.
- 5. ACCEPTANCE AND AMENDMENTS**
- If the Client has requested a Project Plan pursuant to Clause 4 (but not otherwise), then the following provisions shall apply:
- 5.1 The Project Plan shall be subject to written acceptance by the Client.
- 5.2 If a Project Plan has been accepted by the Client in writing, or if instructed by the Client in writing, the Supplier shall proceed with providing the Deliverables pursuant to the Project Plan. If, however, a Project Plan has been rejected, the Client shall communicate to the Supplier the reason for the rejection and the Supplier shall immediately seek to correct and update the Project Plan and re-submit the same for acceptance within five (5) Business Days of such communication from the Client. The Supplier shall fully bear the risk of any increases in its own costs relating to any rejected Project Plans.
- 5.3 If a Project Plan is rejected on a second occasion, the Client may terminate the Agreement in accordance with Clause 16 for material breach.
- 5.4 Once the Deliverables have been provided in accordance with the Agreement and the Supplier has received written acceptance from the Client, the Supplier may issue an invoice for the associated and agreed portion of the Fees in accordance with Clause 10.2. If the Deliverables are rejected, the process set forth in Clauses 5.2 through 5.3 shall be followed.
- 6. TIME FOR PERFORMANCE**
- 6.1 Supplier acknowledges that time is of the essence with respect to its obligations hereunder and the timely provision of the Deliverables, including all performance dates, timetables, project milestones and other requirements in the Purchase Order and/or any Project Plan.
- 6.2 Subject to Clause 15, any failure by the Supplier to comply with applicable performance dates or timetables shall constitute a material breach of the Agreement and shall entitle the Client to terminate the Agreement for such material breach in accordance with Clause 16. If no time for performance is specified for the provision of the Deliverables and/or the Project Plan or any particular part thereof, then the Supplier shall provide the Deliverables as agreed by the Parties or, failing such agreement, within a reasonable time, acting reasonably, given the nature and extent of the Deliverables and in accordance with Good Industry Practice.
- 6.3 The Supplier shall comply with the timelines specified in the Purchase Order and/or the Project Plan.
- 7. UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES BY SUPPLIER**
- 7.1 The Supplier represents and warrants to the Client that:
- (a) it has been duly incorporated or established and is validly existing under the laws of the jurisdiction of its incorporation or establishment and has the relevant constitutional approvals to perform the Deliverables in accordance with the terms of this Agreement;
 - (b) this Agreement has been duly authorised and upon execution will constitute a valid and legally binding agreement of the Supplier enforceable against it in accordance with its terms;
 - (c) it possesses all requisite certificates, licences and authorisations for the manufacture, packing, packaging, marking, storage, handling, delivery, performance and provision of the Deliverables;
 - (d) it has the necessary qualification, experience and expertise which would reasonably be expected of, and to be observed by, a skilled and experienced person engaged in carrying out activities the same as, or similar to, the provision of the Deliverables;
 - (e) the Deliverables: (i) conform to any agreed standards and specifications set out in the Purchase Order (or as otherwise applicable or agreed between the Parties) in accordance with Good Industry Practice, are of satisfactory quality, are free from any defect (including with respect to workmanship, material and design), are fit for the purpose intended and operate as intended, merchantable, free and clear of all liens, security interests or other encumbrances, do not infringe any third party's Intellectual Property Rights; and
 - (f) neither it nor its personnel, Affiliates, representatives and subcontractors, have accepted or given any illegal or improper commission, gift, financial benefit or inducement from or to any person or party in connection with the provision of the Deliverables or the Agreement and that its personnel, Affiliates, representatives and subcontractors have not accepted or given any such commission, gift, benefit or inducement.
- 7.2 The Supplier undertakes to the Client that:
- (a) it shall maintain in effect all of the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement;
 - (b) it shall at all times comply with the Client's security and privacy policies;
 - (c) it will keep accurate records of the activities undertaken in connection with the Agreement and the provision of the Deliverables and shall, at the Client's reasonable request, make such records available, provide copies thereof and/or submit any reports in the format required by the Client no later than five (5) days from the date of such request; and
 - (d) it recognises the goodwill attached to the Client's name and will not knowingly or negligently take or do any action, or permit or suffer any action, that would be detrimental to the goodwill associated with the Client's name or create unfavourable

- publicity or bring disrepute to the Client or its Affiliates, and it shall perform its obligations under the Agreement in such a manner as to fully protect the goodwill, reputation and image of the Client and its Affiliates at all times.
- 7.3 The Supplier agrees that all equipment, hardware, software and materials furnished to the Supplier by the Client or specifically purchased by the Supplier with funds wholly provided, or reimbursed, by the Client shall be and shall remain the property of the Client and shall be so marked.
- 8. OBLIGATIONS OF THE CLIENT**
- 8.1 The Client shall use its reasonable efforts to provide the Supplier with relevant information and documents as the Supplier may reasonably request for the proper performance of its obligations under the Agreement and to allow the Supplier such reasonable access to the relevant premises of the Client and to such other premises and property, at the Client's discretion, to provide the Deliverables.
- 8.2 The Client makes no representation or warranty, express or implied, as to the accuracy, reliability or completeness (or otherwise) of any information or documents supplied to the Supplier. Nothing in the Agreement shall be construed or implied as obligating the Client to disclose any specific type of information to the Supplier.
- 9. DELIVERY**
- Where the Deliverables are goods:
- 9.1 The Supplier shall deliver each order to the delivery location specified by the Client by the due delivery date set out in the Purchase Order and/or Project Plan (or as otherwise agreed between the Parties) and the Purchase Order number or reference must appear on all shipping documents and shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.
- 9.2 The Supplier shall pack and secure all goods for shipment according to the Client's instructions or, if there are no instructions, in a manner sufficient to ensure that the Deliverables are delivered to their destination in undamaged condition.
- 9.3 The Supplier shall (at its own expense) comply with all export and import laws of all countries involved in providing the Deliverables under this Agreement.
- 9.4 No delivery of goods shall be deemed complete unless and until the goods have been unloaded at the specified delivery location and inspected and accepted in writing by the Client (and, for the avoidance of doubt, title and risk of loss shall remain with the Supplier until such time); and the Client shall not be deemed to have accepted any goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the goods, until a reasonable time after the latent defect has become apparent.
- 9.5 If any goods delivered to the Client do not meet the requirements specified by the Client under the Agreement (including but not limited to with respect to type, quality, quantity, specifications, size, age or timing) then, without limiting any other right or remedy that the Client may have, the Client may reject those goods and:
- require the Supplier to repair or replace the rejected goods at the Supplier's risk and expense within five (5) Business Days of being requested to do so;
 - require the Supplier to repay the Fees with respect to the rejected goods in full (whether or not the Client has previously required the Supplier to repair or replace the rejected goods); and/or
- (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of goods that are not in conformity with the terms of the Agreement.
- 9.6 If the Supplier fails to replace rejected goods in accordance with this section, the Client may, without affecting any of its rights under this Agreement, obtain substitute products from a third party supplier, and the Supplier shall reimburse the Client for the costs it incurs in so doing.
- 9.7 For the avoidance of doubt, the shipping costs associated with any goods for which delivery has not been accepted or that have been returned to the Supplier shall be charged to the Supplier and the Client shall not be responsible for any damage arising from such non-acceptance or returnshipments.
- 9.8 Where the incorrect quantity of goods is delivered, the Client may choose to accept the delivery of goods at the increased or reduced quantity and the Fees for such goods shall be adjusted on a pro rata basis.
- 9.9 If the goods are not delivered on the specified agreed delivery dates then, without limiting any other right or remedy the Client may have, the Client may:
- refuse to take any subsequent attempted delivery of goods;
 - terminate this Agreement with immediate effect;
 - obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Client in obtaining such substitute products; and
 - claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the goods;
- provided that the Supplier shall have no liability for any failure or delay in delivering such goods to the extent that such failure or delay is directly caused by the Client's failure to comply with its obligations under this Agreement.
- 9.10 Each delivery of goods shall be accompanied by a delivery note from the Supplier showing the order number, the date of the order, the type and quantity of goods included in the order.
- 9.11 The risk in delivery of goods shall pass to the Client upon delivery and acceptance. The title in goods delivered to the Purchaser shall pass to the Client upon delivery.
- 10. PAYMENT**
- 10.1 In consideration of the Supplier diligently and satisfactorily providing the Deliverables on the terms of the Agreement, the Client shall pay to the Supplier the Fees. Unless otherwise agreed in the Purchase Order, the Fees shall be inclusive of all charges, expenses and taxes.
- 10.2 The Supplier shall render invoices at the time and in the manner stated in the Purchase Order. However, if the Purchase Order does not specify the time and manner in which the Supplier shall be entitled to render invoices then, unless the Parties otherwise agree in writing (and subject always to Clause 10.3), the payment of any sums due from the Client shall be made within sixty (60) days following the end of the month in which the invoice was properly rendered. In any case, an invoice shall only be deemed to have been properly rendered upon the Supplier submitting all

- documents reasonably required by the Client to support each invoice. All invoices and supporting documents must be sent to the invoice address specified in the Purchase Order (or as otherwise notified by the Client to the Supplier in writing from time to time). The Supplier agrees that if an invoice is not presented in the appropriate manner and in accordance with this Clause 10.2 or, in any event, within six (6) months from the date the provision of the Deliverables which are the subject matter of the invoice being rendered, then the Client shall not be obligated to make any payment in relation to such invoice.
- 10.3 If the amount in any invoice is disputed by the Client, the following provisions shall apply:
- (a) the Client shall pay to the Supplier, in accordance with Clause 10.2, all amounts not disputed by the Client;
 - (b) the Client shall notify the Supplier of any disputed item and shall describe in reasonable detail the reasons for disputing the item; and
 - (c) within seven (7) days of the Supplier receiving the notice referred to in Clause 10.3(b), the Parties shall seek to reach settlement on the item that is the subject of the dispute, failing which, the dispute shall be dealt with pursuant to Clause 21.
- 10.4 The Fees may not be increased without the prior written consent of the Client and any such increase shall be subject to Clause 11.
- 10.5 The Client shall have the right to deduct from any monies due or which may become due to the Supplier any monies or sums recoverable from the Supplier by the Client in respect of any claims against the Supplier.
- 10.6 Payment by the Client shall be without limitation to any claims or rights which the Client may have against the Supplier and shall not constitute any acceptance by the Client of the performance by the Supplier of its obligations hereunder.
11. **ADDITIONAL SCOPE CLAUSE**
- Subject to Clause 9.7, additional goods or services, if any, may only be added to the Agreement if they are directly related to the original purpose of the Agreement and the additional costs to the Client do not exceed a maximum of thirty per cent (30%) of the total Fees originally payable by the Client under the Agreement and even then, may only be added with the Client's prior written consent. Any such changes to the Agreement must be made in accordance with Clause 23.3.
12. **MAIN REPRESENTATIVES**
- During the Term, each Party will designate a senior member of their personnel who will be the primary contact for communications between the Parties (the **Main Representative**) and who shall be responsible for the coordination of all matters relating to the provision of the Deliverables and the Agreement.
13. **INTELLECTUAL PROPERTY RIGHTS**
- 13.1 The Client acknowledges that the rights to the Supplier's Materials are vested, and shall remain vested, in the Supplier. The Supplier hereby grants to the Client a licence in respect of any such Supplier's Materials which are required for the provision of the Deliverables and such licence shall:
- (a) be worldwide, non-exclusive, transferrable, sub-licensable, perpetual and irrevocable;
 - (b) entitle the Client and its Affiliates to use and reproduce such Supplier's Materials, or any derivative of such Supplier's Materials, in any manner whatsoever; and
 - (c) be fully paid-up and not subject to any on-going or additional fees or charges (including any licence fee or royalty).
- 13.2 The Supplier agrees that it shall not acquire any rights in any data, properties, materials and methodologies belonging to the Client (including any brands of the Client or its Affiliates) and undertakes not to infringe the Intellectual Property Rights of the Client in respect of any of the foregoing.
- 13.3 Any Deliverables which are not notified as the Supplier's Materials are automatically deemed to be the Project Materials. All Intellectual Property Rights in the Project Materials shall belong exclusively to the Client and shall vest in the Client unconditionally and immediately upon the Project Materials having been created, developed, written or prepared. The Supplier shall, at its own expense and at no cost to the Client, take all steps and sign all deeds and documents necessary to formalise such vesting in the Client or otherwise register such Intellectual Property Rights in the name of the Client.
- 13.4 In consideration of the Client entering into the Agreement, the Supplier, as beneficial owner, shall assign (or shall procure the assignment) to the Client for all purposes (to the extent capable of assignment) all Intellectual Property Rights in the Project Materials and unconditionally and shall irrevocably waive (or shall procure the waiver of) all moral rights that exist or may exist in the Project Materials, and to the extent that such waiver is unenforceable, a waiver of the right to enforce such moral rights and all claims and causes of action of any kind against the Client, Affiliates and sub-licensees (where applicable). The Supplier represents, warrants and undertakes that the Project Materials, so far as they do not comprise material originating from the Client will be original works of authorship and their use or possession by the Client or the Supplier will not subject the Client or the Supplier to any claim for infringement of any Intellectual Property Rights of any third party.
- 13.5 The Supplier undertakes to defend, indemnify and hold harmless the Client, its personnel, representatives and Affiliates, from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Client, its personnel, representatives or Affiliates) or any part of them infringes the Intellectual Property Rights of a third party (the **IPR Claim**) and/or breaches Clause 13.8, and shall indemnify the Client, its personnel, representatives and Affiliates, from and against any and all losses, damages, fines, penalties, costs (including reasonable legal fees) and expenses incurred by or awarded against the Client, its personnel, representatives or Affiliates as a result of or in connection with any IPR Claim.
- 13.6 If any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Client, its personnel, representative or Affiliate, the Supplier shall promptly, using its best endeavours and at its own expense, either:
- (a) procure for the Client, the right to continue using the Project Materials in the manner permitted under the Agreement; or
 - (b) modify or replace the infringing part of the Project Materials so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in the Agreement in relation to all or any part of the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Deliverables.
- 13.7 If the Supplier uses any third party Intellectual Property Rights, it shall notify the Client for its written approval with respect to the inclusion of such third party Intellectual Property Rights, and such third party Intellectual Property Rights shall automatically be deemed to be the Project Materials. All third party Intellectual Property Rights incorporated in the Project Materials shall belong exclusively to the Client and shall vest in the Client unconditionally and immediately upon the Project Materials

- having been created, developed, written or prepared. If the Supplier cannot assign the third party Intellectual Property Rights incorporated in the Deliverables and wishes to instead provide licensing rights to such third party Intellectual Property Rights, it shall enter into a separate license with the Client, prior to the incorporation in the Deliverables, and such license shall be duly executed by an authorised representative of each of the parties. If the parties fail to agree on the terms and conditions of such license, at a minimum such license shall:
- (a) be worldwide, non-exclusive, transferrable, sub-licensable, perpetual and irrevocable;
 - (b) entitle the Client and its Affiliates to use and reproduce such third party Intellectual Property Rights, or any derivative thereof, in any manner whatsoever; and
 - (c) be fully paid-up and not subject to any on-going or additional fees or charges (including any licence fee or royalty).
- 13.8 The Supplier represents, warrants and undertakes that:
- (a) it will obtain all licenses, releases, and consents (including but not limited to any parental consents required by applicable law from minors) from all persons who appear in the Project Materials or who are engaged and/or employed by the Supplier and whose performances or Intellectual Property Rights are incorporated in the Project Materials, to enable the Client to make the fullest use of the Project Materials without restriction (including obtaining additional consents or authorisations) or payment of further fees;
 - (b) any such licenses, releases, and consents have been procured and documented in accordance with applicable law, including Dubai and UAE privacy laws, and obtained in a manner which authorises the Client to use the images of the subjects including any minor children (where applicable) in compliance with such laws;
 - (c) it shall procure that (i) all persons who appear in the Project Materials or who are engaged and/or employed by the Supplier and whose performances or Intellectual Property Rights are incorporated in the Project Materials; and (ii) any subcontractor, producer, photographer, agency, or other third party engaged or contracted by the Supplier in connection with the provision of the Services and creation of the Project Materials agree that the Client has the right to edit, copy, alter, add to, take from, adapt and translate all or any of the Project Materials which contain their image/likeness after delivery by the Supplier and irrevocably and unconditionally waives the benefits of any provision of law relating to so-called "moral rights" and any similar laws of any jurisdiction in relation to the Project Materials, and where such waiver is unenforceable, waives the right to enforce such "moral rights". The Supplier further agrees to procure the waiver of all such rights in favour of the Client and its successors in title by all persons engaged or employed by the Supplier, who contribute to the Project Materials and to whom such rights may accrue.
14. **CONFIDENTIALITY AND ANNOUNCEMENTS**
- 14.1 The Supplier undertakes, for the benefit of the Client and its Affiliates (who shall be entitled to enforce the terms of this Clause 14), to treat as confidential all Confidential Information.
- 14.2 Except as expressly provided herein, the Supplier will:
- (a) not use Confidential Information for any purpose other than the fulfilment of its obligations under the Agreement;
 - (b) not disclose Confidential Information to any third party without the prior written consent of the Client;
 - (c) not make any copies of Confidential Information without the Client's prior written consent; and
 - (d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information or information of like importance, but in no event with less than reasonable care.
- 14.3 The Supplier may disclose the Confidential Information to its personnel, Affiliates, representatives and subcontractors on a strictly need-to-know basis only, provided that the Supplier procures that each of such personnel, Affiliates, representatives and subcontractors enters into a written confidentiality undertaking with the Supplier on terms that this Clause 14 shall apply to them *mutatis mutandis* prior to any Confidential Information being disclosed to them.
- 14.4 The Supplier undertakes that it shall not, without the prior written consent of the Client, permit or authorise the making of any reference to the Agreement, or the Deliverables, or to the Client or its Affiliates' businesses, operations, marketing and/or other plans.
- 14.5 This Clause 14 shall not apply to any information which:
- (a) at the time of its disclosure is in, or subsequently comes into the public domain, except through the breach of any of the undertakings set out in the Agreement (including for the avoidance of doubt these General Conditions);
 - (b) is already in the lawful possession of or subsequently comes lawfully into the possession of a Party from a third party who, to the best of the Supplier's knowledge, is not under any obligation to keep the information confidential by the Client or its Affiliates;
 - (c) is independently developed by the Supplier or its Affiliates without reference to the Confidential Information; or
 - (d) is required to be disclosed by law, pursuant to legal process or by any governmental or competent regulatory authority, provided that, to the extent permitted by law, the Supplier shall immediately notify the Client of such requirement and consult and take into account reasonable requests of the Client in relation to the form, timing, content and purpose of the required disclosure.
15. **FORCE MAJEURE**
- 15.1 Neither Party shall be deemed to be in breach of its obligations under the Agreement if it is unable to perform or fulfil its obligations hereunder as a result of the occurrence of a Force Majeure Event. If any Force Majeure Event occurs which renders a Party totally unable to perform or complete its obligations under the Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Force Majeure Event giving full details thereof and the measures being taken by the Party so affected to mitigate the impact of such a Force Majeure Event.
- 15.2 Provided that a notice under Clause 15.1 has been duly issued and both Parties agree that a Force Majeure Event has occurred, the Party affected by the Force Majeure Event shall not be liable for any reasonable delay in performing its obligations under the Agreement to the extent that such delay has been caused by one or more Force Majeure Events. If the Parties do not agree as to

- the duration of the delay, the disagreement shall be dealt with pursuant to Clause 21. If either Party reasonably considers such Force Majeure Event applicable to it to be of such severity or to be continuing for a period of more than three (3) continuous months then the Parties may mutually agree to terminate the Agreement, otherwise any dispute with respect to the severity of the delay shall be dealt with pursuant to Clause 21.
- 16. TERMINATION**
- 16.1** The Client shall be entitled to terminate the Agreement, whether with or without cause, at any time on giving the Supplier not less than fourteen (14) days prior written notice of termination.
- 16.2** A Party shall have the right, without prejudice to its other rights or remedies, to terminate the Agreement immediately by written notice to the other Party:
- (a) if that other Party is in material breach of any of its obligations under the Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven (7) days of receiving written notice requiring it to remedy that breach;
- (b) if that other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;
- (c) if, in the case of the Supplier only, the Supplier or any of its directors, managers, partners, representatives or owners is convicted of any criminal activity, in particular, relating directly or indirectly to the performance of the Agreement or any other agreement held with the Client or any of its Affiliates;
- (d) if, in the case of the Supplier only (if such Supplier is a partnership or similar corporate structure involving natural persons), any of the partners dies, has a receiving order made against him or commits any act of bankruptcy; or
- (e) if, in the case of the Client only, in accordance with Clause 9.5.
- For the avoidance of doubt, the rights of termination pursuant to Clauses 16.2 (c) and (d) can only be exercised by the Client and the right of termination pursuant to Clause 16.2(e) can only be exercised by the Client.
- 16.3** If the Client terminates the Agreement pursuant to Clause 16.1 or if the Supplier terminates the Agreement under Clause 16.1(a) or Clause 16.2(b), the Client shall pay the Supplier the portion of the outstanding Fees relating to the provision of the Deliverables properly and satisfactorily carried out prior to the effective date of termination on a pro rata basis.
- 16.4** If the Client exercises its rights of termination under Clause 16.2 the Client shall be entitled to claim damages and compensation pursuant to any losses, costs and/or expenses suffered or incurred pursuant to the breach. The Client shall not be liable to the Supplier for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Supplier resulting from such termination.
- 16.5** Under no circumstances shall any Party be liable to the other Party for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits, revenue or costs of capital) as a result of termination of the Agreement.
- 16.6** In addition, upon expiry or termination, as the case may be, of the Agreement, neither Party shall, in any way, exhibit any links or display any information or make any representation that would lead any person to believe that the Parties are connected, associated or related in any manner, in relation to the provision of the Deliverables or otherwise except with the written consent of the other Party.
- 16.7** Any expiry or termination of the Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into force or continue in force on or after expiry or termination of the Agreement, including but not limited to Clauses 13, 14, 16, 17, 20, 21 and 23.
- 17. LIABILITY AND INDEMNITY**
- 17.1** The Supplier shall defend, indemnify and hold harmless the Client, its personnel, representatives and its Affiliates (the **Indemnified Persons**) from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) (**Claim**) incurred or suffered by the Indemnified Persons arising from or in connection with any wilful or negligent act or omission by the Supplier or its personnel, representatives or subcontractors and/or any breach by the Supplier of the Agreement or applicable laws or arising directly or indirectly out of the performance by the Supplier of its obligations under the Agreement.
- 17.2** The Supplier shall defend, indemnify and hold harmless the Indemnified Persons from and against any taxes, demands, penalties or other charges that may be made by the relevant authorities (outside the United Arab Emirates) (**Tax Claim**) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of such Tax Claim relating to the provision of the Deliverables by the Supplier which have not been earlier notified to and agreed by the Client in writing.
- 17.3** If the Supplier fails to provide the Deliverables to the Client's satisfaction in accordance with the provisions in the Agreement, then the Client shall be entitled (in its sole discretion) to either:
- (a) terminate the Agreement pursuant to Clause 16.2(a); or
- (b) receive financial compensation from the Supplier, which the Supplier agrees it shall pay, equal to an amount of two per cent (2%) of the total value of the Agreement per week, for each week of delay, up to a maximum amount of ten per cent (10%) of the total value of the Agreement. Notwithstanding the payment of such financial compensation, should the Supplier's delay continue for an aggregate period of 4 weeks (or any other extended period agreed by the Client in writing), the Client shall have the right to terminate the Agreement pursuant to Clause 16.2(a), and thereafter, Clauses 16.4 to 16.8 shall similarly apply. Unless otherwise provided in the Agreement, the payment or deduction of any such financial compensation stipulated in Clause 17.4(b) shall not relieve the Supplier from its obligations to continue to provide the Deliverables or from any of its other obligations and liabilities in the Agreement. The Parties agree that the financial compensation stated in Clause 17.4(b) is fair and reasonable.
- 17.4** If the Supplier is in breach of its obligations under the Agreement and fails to remedy such breach within seven (7) days after

- receiving notice requiring it to do so, unless the Agreement is terminated by the Client, the Client shall have the right, without prejudice to any other remedy it may have, to engage one or more third parties (the **Replacement**) to provide a portion or all of the Deliverables that as of the date thereof have not been performed to the satisfaction of the Client (the **Incomplete Deliverables**). The engagement of the Replacement in such circumstances will not in any way diminish any warranty or obligation of the Supplier under the Agreement and the Supplier shall indemnify the Client from and against any and all Claims suffered or incurred by the Client arising out of the engagement of any Replacement for performance of any, or all, of the Incomplete Deliverables to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Incomplete Deliverables.
- 17. INSURANCE**
- 17.1 The Supplier undertakes to obtain and maintain at its own expense a policy or policies of insurance with reputable insurers, valid and enforceable in the jurisdiction(s) where it is supplying and providing the Deliverables, adequately insuring the Supplier against potential liabilities under or in relation to the Agreement, to an extent and to limits that would be reasonably expected in accordance to Good Industry Practice and applicable laws, provided that the requirements stated herein shall not be construed in any way as limiting the Supplier's liability under the Agreement or as constituting any waiver by the Client of any of its rights or remedies under the Agreement or under the law.
- 17.2 The Supplier shall ensure that any Affiliate, representative or subcontractor engaged by the Supplier in relation to the provision of the Deliverables obtains and maintains all insurances required by all applicable laws with reputable insurers and as would be reasonably expected in accordance with Good Industry Practice and all such other insurances as the Supplier may consider necessary. Any deficiencies in the cover or policy limits of insurances of such agents or subcontractors shall be the sole responsibility of the Supplier.
- 18. ASSIGNMENT AND SUB-CONTRACTING**
- 18.1 The Supplier may not assign, subcontract, transfer, create a charge over or otherwise dispose of any of its rights or obligations under the Agreement without the prior written approval of the Client, provided that notwithstanding any such approval from the Client, the Supplier shall continue to be liable for the performance of all obligations stipulated in the Agreement.
- 18.2 Nothing in the Agreement shall prevent or restrict the Client from assigning, subcontracting, transferring, creating a charge over or otherwise disposing of any of its rights or obligations under the Agreement.
- 19. CONFLICT OF INTEREST AND NON-SOLICITATION**
- 19.1 The Supplier agrees that, for the duration of the Agreement, except with the prior written consent of the Client, the Supplier shall not, and shall procure that its personnel, representatives and subcontractors shall not, whether as a supplier, principal, partner, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy services or goods, or carry out or procure the carrying out of any other business, activity, work or services or providing any goods to any other person that would be in conflict with its obligations under the Agreement.
- 19.2 The Supplier shall not solicit the personnel or representatives of the Client for any purpose without the prior written approval of the Client.
- 20. NOTICES**
- 20.1 Any notice or document to be served under the Agreement shall be:
- (a) in writing;
 - (b) delivered by hand, registered post (only for notices sent within the United Arab Emirates), courier, facsimile or email; and
 - (c) sent to the address of the Party as set out in the Purchase Order or any other address as may be communicated in writing by one Party to the other from time to time.
- 20.2 A notice shall be effective upon receipt and shall be deemed to have been received:
- (a) if delivered by hand, at the time of delivery;
 - (b) if by registered post or courier, within three (3) Business Days from the date of sending provided the envelope was properly addressed and sent; or
 - (c) if by facsimile or email, at the time of transmission in legible form, with the receipt of a transmission confirmation slip indicating that the notice has been properly dispatched and transmitted successfully to the recipient's valid facsimile number or email address,
- but if the receipt is on a day which is not a Business Day or if it is after 2.30 pm (recipient's time) on a Business Day, it is deemed to be given at 9.00 am on the next Business Day.
- 21. GOVERNING LAW AND DISPUTE RESOLUTION**
- 21.1 The Agreement and the relationship between the Parties shall be governed by, and construed in accordance with the laws of the Emirate of Dubai (excluding the laws of the Dubai International Financial Centre) and the applicable federal laws of the United Arab Emirates.
- 21.2 If any dispute or grievance arises out of or in connection with the Agreement, each Party agrees that the dispute or grievance will be notified in writing to the other Party and discussed between Main Representatives of each Party and any other relevant representatives of each Party who have the authority to settle the dispute.
- 21.3 If the above mentioned Main Representatives or other relevant representatives cannot agree and are unable to resolve the dispute by direct good faith negotiations 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 courts of the Emirate of Dubai (excluding the DIFC Courts) (the **Dubai Courts**) and the Parties agree, unconditionally and irrevocably, that the Dubai Courts shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with the Agreement. "DIFC Courts" means the Dubai International Financial Centre (DIFC) Court of First Instance and the DIFC Court of Appeal, as established under Article 3 of Dubai Law No. 12 of 2004 and pursuant to Dubai Law No. 9 of 2004.
- 21.4 The Supplier hereby unconditionally and irrevocably renounces any right it may have to challenge the decision of the Dubai Courts in any other jurisdiction or arbitral system.
- 22. ANTI-BRIBERY**
- The Supplier agrees: (a) to comply with all applicable anti-corruption laws; and (b) to not offer to pay or pay anything of value to anyone, including foreign governmental officials or related persons or entities on behalf of the Supplier.
- 23. GENERAL**
- 23.1 No Partnership or Agency**

- Nothing contained in the Agreement shall constitute, or be deemed to constitute, an agency, partnership or joint venture relationship between the Parties.
- 23.2 Waiver**
- No failure of any Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with the Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right. Any waiver of any breach of the Agreement shall not be deemed to be a waiver of any subsequent breach. A waiver of any right must be specific and in writing.
- 23.3 Amendments**
- Any amendment of the Agreement shall not be binding on the Parties unless set out in writing, expressed to amend the Agreement and signed by the authorised signatories of the Parties.
- 23.4 Severability**
- If any term of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of the Agreement or the legality, validity or enforceability in other jurisdictions of that or any other provision of the Agreement, the Parties shall use all reasonable endeavours to replace any provision held to be illegal, invalid or unenforceable with a legal, valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid provision.
- 23.5 Further Assurance**
- Each Party undertakes, at its own cost, to sign all documents and to do all other acts, which may be necessary to give full effect to the Agreement.
- 23.6 Costs**
- Each Party shall pay the costs and expenses incurred by it in connection with the entering into of the Agreement.
- 23.7 Language**
- Any notice or document to be provided in connection with the Agreement must be in English or, unless the Parties otherwise agree, accompanied by a certified English translation, in which case, the English translation prevails in the case of any conflict between the texts (unless the document is a statutory or other official document which, under applicable laws, requires that a different language prevails).
- 23.8 Third Party Rights**
- Except as expressly stated herein, a person who is not a party to the Agreement may not enforce any of its terms.
- 23.9 Entire Agreement**
- The Agreement and the documents referred to in it (including for the avoidance of doubt the Purchase Order and these General Conditions) constitute the whole agreement between the Parties relating to the transactions contemplated by the Agreement and supersede all previous written or verbal agreements between the Parties relating to those transactions. In agreeing to provide (and in providing) the Deliverables, the Supplier hereby acknowledges and agrees that its standard terms and conditions shall not apply to or otherwise be deemed to be incorporated into the Agreement. Any order placed under this Agreement shall be solely governed by the terms and conditions of this Agreement.
- No general terms and conditions of the Supplier referred to in order confirmations or elsewhere shall apply. For the avoidance of doubt, no prior proposals, quotations, or statements of the Supplier will be part of this Agreement.
- 23.10 Counterparts**
- The Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into the Agreement by executing any such counterpart.
- 24. PERFORMANCE BOND AND ADVANCE PAYMENT BANK GUARANTEE**
- 24.1** Unless otherwise waived in a Purchase Order, the Supplier shall provide to the Client on the date of signing of this Agreement or any Purchase Order, an irrevocable, unconditional, on demand performance bond provided by a licensed commercial bank in Dubai, on terms acceptable to the Client, as security for the performance of its obligations under this Agreement. The performance bond must be made in favour of the Client for the amount set forth in the Purchase Order and must be valid from the date of signature of the Agreement or the issuance of the Purchase Order until ninety (90) days following the expiry of this Agreement (including any warranty period, if any). The amount of the performance bond must be increased by a proportional amount if the Fees are/were to be increased so that the performance bond continues to equal ten per cent of the value of the total Fees payable under the Agreement. In the event the Agreement is extended or renewed in accordance with the terms and conditions set forth in this Agreement then the Supplier must extend or renew the Performance Bond until ninety (90) days following the expiry of the extended or renewed time period (including any warranty period, if any).
- 24.2** The Parties agree that if there is an advance payment requested by the Supplier and this is agreed by the Client, the Supplier shall provide an irrevocable, unconditional, on demand bank guarantee provided by a licensed commercial bank in Dubai, on terms acceptable to the Client and in the amount equal to the advanced payment. The bank guarantee shall be made in favour of the Client and must be valid no later from the date the advance payment is made or to be made until the advanced payment is fully repaid or set-off or redeemed by the provision of the relevant Services. Such bank guarantee shall be in addition to the performance bond described in Clause 24.1 above.
- 24.3** The Client shall be entitled to call upon any, or all, of the performance bond and/or the bank guarantee at any time where:
- (a) the Supplier is in breach of this Agreement; or
 - (b) the Client has incurred, whether contingently or otherwise, any loss for which the Supplier may be liable under the Agreement save that the Client will at all times attempt to mitigate any such loss.
- 24.4** The Supplier shall not be entitled to any payment under this Agreement until it has provided the performance bond and, if applicable, a bank guarantee for any advance payment, in a form acceptable to the Client and in accordance with this Clause.
- 25. DATA PROTECTION**
- In the course of provision of the Services to the Client pursuant to this Agreement, the Supplier may process or handle personal data on behalf of the Client. The Supplier agrees to comply with the provisions of the data processing addendum as set out at **Annex – A (Data Processing Addendum)** to these Purchase Orders General Conditions with respect to any personal data processed for or on behalf the Client in relation to the Services.

[End

of General Conditions]

**ANNEX – A TO PURCHASE ORDER GENERAL CONDITIONS
DATA PROCESSING ADDENDUM**

1. This Data Processing Addendum (“DPA”) forms part of Purchase Order General Conditions between the Supplier (the “Processor”) and Client (the “Controller”) to reflect the Parties’ agreement with regard to the processing of Client Data, including Personal Data, in accordance with the requirements of Data Protection Laws. All capitalised terms not defined herein shall have the meaning set forth in the General Conditions.
2. In the course of providing the Services to the Controller pursuant to the Agreement, the Processor may Process Personal Data on behalf of the Controller. The Processor agrees to comply with the following provisions with respect to any Personal Data submitted by or for the Controller or collected and processed by or for the Controller using the Services.
3. If there is any inconsistency between the documents comprising the Agreement and this DPA relating to the Processing of Personal Data, the terms and conditions of this DPA shall take priority.

DEFINITIONS

4. The definitions that are set out in this DPA: (i) shall apply to this DPA only and to the exclusion of any same or similar terms used in other documents which form part of the Agreement; (ii) do not replace, amend or take priority over the same or similar terms when used in the context of documents other than this DPA which make up the Agreement; and (iii) in the event of a conflict or inconsistency between such definitions and the Data Protection Laws, the Data Protection Laws shall take precedence.
5. In this DPA, save where the context requires otherwise, the following words and expressions have the following meaning:

“Client Data” means any Personal Data provided by the Controller to the Processor or collected by the Processor on the Controller’s behalf, including Personal Data uploaded to or created on a platform provided by the Processor or accessed by the Processor on the Controller or third party systems;

“Data Controller” or “Controller” shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which determines the purposes and means of the Processing of Personal Data.

“Data Processor” or “Processor” shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which Processes Personal Data on behalf of the Data Controller;

“Data Protection Laws” or “Regulations” means all applicable laws and regulations relating to the Processing of Personal Data, privacy and security, including where applicable the opinions, guidance, advice, directions, orders and codes of practice issued or approved by any regulatory authority, and includes without limitation the UAE Federal Law No. 45 of 2021 on the Protection of Personal Data, UAE Federal Law No. 15 of 2020 on Consumer Protection, UAE Federal Law No. 31 of 2021 on the Crimes and Penalties Law and UAE Federal Law No. 34 of 2021 on the Fight Against Rumours and Cybercrimes, and Dubai Law No. 26 of 2015 Regulating Data Dissemination and Exchange, if the Data Processor is determined to be a “Data Provider” under that law;

“Data Subject” shall be as defined by the applicable Data Protection Laws. Where not defined it means the individual to whom Personal Data relates;

“Data Subject Request” means a request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any their Personal Data or concerning the processing of

such data;

“Personal Data” shall be as defined by the applicable Data Protection Laws. Where not defined it means any information, including Client Data, which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws, where such data is Processed by the Processor;

“Process” (or “Processed” or “Processing”) shall be as defined by the applicable Data Protection Laws. Where not defined it means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organisation, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction;

“Security Breach” means actual or reasonably suspected accidental or unauthorised access, acquisition, loss, destruction or disclosure of Client Data by the Processor or its Sub-processors (if any);

“Services” means the services to be performed by the Processor under the Agreement;

“Sub-processor” means any Data Processor engaged by the Processor; and

“Supervisory Authority” means any competent regulatory authority including data protection authorities and law enforcement agencies.

PROCESSING OF PERSONAL DATA

6. The Parties acknowledge and agree that with regard to the Processing of Personal Data, the Controller is the Data Controller, the Processor is a Data Processor and that the Processor may engage Sub-processors pursuant to the requirements set forth in Clauses 14, 15 and 16 (Sub-processors) below.
7. The Parties agree that the Processor shall Process Personal Data (including Client Data) for the purposes and for the provision of the Services.
8. The Processor shall:
 - (i) Process Personal Data only as necessary to perform the Services or otherwise as expressly authorised in writing by the Controller;
 - (ii) comply with the terms of this DPA and all applicable Data Protection Laws relating to the collection or use of Personal Data;
 - (iii) only Process Personal Data in accordance with the Agreement;
 - (iv) agree and hereby agrees that the Controller is the sole owner and controller of Personal Data and has the sole right to determine the purposes for which the Processor may Process Personal Data; and
 - (v) only Process Personal Data as a Data Processor acting in accordance with the instructions of the Controller.
9. The Processor shall notify the Controller in writing of any changes to the Services which will prevent the Processor from complying with its obligations under this DPA or significant changes to the functionality of the contracted Service which may impact the Processing of Personal Data.

TRANSFER OF PERSONAL DATA

10. If any Client Data originates from any country with one or more laws imposing data transfer restrictions or prohibitions, Processor shall ensure appropriate transfer mechanism (satisfying the country’s data transfer requirement(s)) is in place, before transferring or accessing Client Data outside of such country.

RIGHTS OF DATA SUBJECTS

11. To the extent the Controller, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, subject to applicable law and any confidentiality obligations, the Processor shall use reasonable endeavours to comply with any commercially reasonable request by the Controller to facilitate such actions.
12. The Processor shall, to the extent legally permitted, promptly notify the Controller if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. The Processor shall not respond to any such Data Subject request without the Controller's prior written consent except to confirm that the request relates to the Controller. The Processor shall provide the Controller with all commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Controller does not have access to such Personal Data through its use of the Services.

PROCESSOR'S PERSONNEL

13. The Processor shall:
- (i) ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have agreed in writing to maintain the confidentiality of Client Data;
 - (ii) take commercially reasonable steps to ensure the reliability of any of the Processor's personnel engaged in the Processing of Personal Data;
 - (iii) ensure that the Processor's access to Personal Data is limited to those personnel who require such access to perform the Agreement; and
 - (iv) appoint a data protection officer where such appointment is required by Data Protection Laws. The Processor shall notify the Controller of any such appointment and provide the Controller with the contact information of the appointed data protection officer.

SUB-PROCESSORS

14. Subject to Clause 18 of the General Conditions of the Agreement, the Controller acknowledges and agrees that: (a) the Processor's Affiliates may be retained as Sub-processors, and (b) the Processor and its Affiliates respectively may engage third party Sub-processors in connection with the provision of the Services, subject to compliance with the requirements of Clauses 15 and 16 below.
15. To the extent the Processor uses Sub-processors to Process Client Data, the Processor shall make available to the Controller a current list of Sub-processors (including the Processor's Affiliates) for the respective Services with the identities of those Sub-processors, including full details of the Processing to be undertaken by the Sub-processors ("**Sub-processor List**"). The Processor shall provide the Controller with a mechanism to subscribe to updates to the relevant Sub-processor List and shall provide such updates before authorising any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services. If Controller notifies Processor in writing of any objections to any Sub-processors appointed or proposed to be appointed by the Processor:
- (a) Processor shall work with Controller in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that Sub-processor; and
 - (b) where such a change cannot be made within thirty (30) days from Processor's receipt of Controller's notice, notwithstanding anything contrary in the Agreement, Controller may by written notice to Processor with

immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.

16. The Processor shall be liable for the acts and omissions of its Sub-processors to the same extent the Processor would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

DATA SECURITY REQUIREMENTS

17. The Processor shall implement reasonable technical and organisational measures to:
- (i) protect Personal Data against accidental loss or damage and unauthorised access, use, disclosure, alteration or destruction;
 - (ii) ensure the confidentiality, security, integrity, and availability of Personal Data; and
 - (iii) securely dispose of Personal Data and tangible property containing Personal Data (as and when required), taking into account available technology so that such information cannot be practicably read or reconstructed,
18. The Processor shall adopt reasonable technical and organisational measures to fulfil its obligations in accordance with Good Industry Practice, which shall include but not be limited to the security requirements set out in or referred to in this DPA or otherwise agreed in writing by the Controller.
19. The Processor shall document, in a written security policy, Personal Data handling procedures designed to implement technical and organisational measures to protect Personal Data as required by the applicable Data Protection Laws and this DPA.
20. Upon the Controller's prior written request, the Processor shall provide details of the Processor's information security measures and controls applicable to the provision of the Services under the Agreement and sufficient to demonstrate compliance with applicable Data Protection Laws and this DPA.
21. The Processor shall document its policies and procedures to recover Personal Data and the Services following an unplanned event resulting in an interruption of or inaccessibility to Personal Data and the Services.
22. Access to Personal Data must only be granted to the Processor's personnel that:
- (i) the Processor has taken reasonable steps to ensure the reliability of;
 - (ii) are granted the minimum access level(s) necessary to perform their job function;
 - (iii) have been trained in the proper handling of Personal Data; and
 - (iv) are subject to written obligations of confidentiality in respect of Personal Data.
23. The Processor shall implement logging and auditing techniques for the Personal Data Processing it undertakes, in particular in relation to access to Personal Data that are in accordance with Good Industry Practice.
24. The Processor must encrypt all Personal Data it Processes on behalf of the Controller where such Processing takes place using laptops or other electronic portable devices.

SECURITY AND BREACH NOTIFICATION

25. The Processor shall maintain appropriate security incident management policies and procedures.
26. The Processor shall:



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- (i) promptly notify the Controller (and in all cases no later than 48 hours of becoming aware) of any Security Breach of which it becomes aware;
 - (ii) provide reasonable cooperation with the Controller's investigation into the Security Breach and take such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such Security Breach; and
 - (iii) unless legally required by Data Protection Laws or compelled under a subpoena, court order or similar legal document issued by a court or Supervisory Authority, the Processor agrees that it will not disclose the Security Breach to any third party without first obtaining the Controller's prior written consent.
27. Each Party shall reasonably cooperate with the other Party to facilitate compliance with Data Protection Laws, including but not limited to notification of affected individuals and Supervisory Authorities.

NOTICES

28. The Processor shall immediately notify the Controller (unless legally prohibited) of any request for disclosure of Client Data by any law enforcement or other government authority. The Processor shall cooperate fully with the Controller in relation to requests for the disclosure of Client Data and where legally permitted shall delay the disclosure of Client Data pursuant to such requests to enable the Controller to investigate and respond to the request for Client Data.
29. The Processor shall promptly notify the Controller if, at any time, it is unable to comply with the terms of this DPA or Data Protection Laws. Any failure by the Processor to comply with the terms of this DPA or Data Protection Laws shall be considered a material breach of the Agreement and the Controller may terminate in accordance with the Agreement.

RETURN AND DELETION OF THE CLIENT DATA

30. The Processor shall return all Client Data to the Controller and delete Client Data in accordance with the Controller's instructions. The Parties agree that a certificate of deletion of Personal Data (including Client Data) shall be provided by the Processor to the Controller.
31. The Processor shall at the request of the Controller provide reasonable assistance in the transfer or migration of Personal Data to a new service provider.

AUDITS AND CERTIFICATIONS

32. The Parties agree that the Controller shall have the right to audit the Processor's compliance with the terms of this DPA and Data Protection Laws in accordance with the following procedure:
- (i) upon the Controller's prior written request, the Processor shall make available to the Controller (or the Controller's independent, third-party auditor) information sufficient to establish the Processor's compliance with the obligations set forth in this DPA and Data Protection Laws ("**Compliance Obligations**"); and
 - (ii) such information shall include documentation reasonably necessary to confirm the Processor's compliance with its Compliance Obligations.

LIABILITY AND INDEMNITY

33. The Processor shall defend, indemnify and hold harmless the Controller, its personnel, representatives and its Affiliates (the "**Indemnified Persons**") from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or

suffered by the Indemnified Persons arising from or in connection with any breach of this DPA and/or the Data Protection Laws by the Processor.

34. The Processor's obligations under Clause 33 of this DPA shall survive the termination of the Agreement.