

TERMS AND CONDITIONS

1. Introduction

Terms – These terms apply to the services Service Provider have been engaged to provide under the attached engagement letter. If anything in the terms is inconsistent with the engagement letter, the terms take precedence, unless the engagement letter specifically amends any of them.

2. Definitions: In these Terms, unless the context otherwise requires:

"Affiliate" with respect to a Party means a public, private, governmental or commercial company or other entity that Controls, is Controlled by, or is under common Control with, such Party and/or a shareholder of such Party;

"Agreement" means these terms and the engagement letter to which they relate (including any schedules);

"Business Day" means any day which is an official business day in the UAE;

"Confidential Information" means all information, documentation, data and IP Rights (including information stored or transmitted into a computer, database or any other device by electronic means) relating to a Party or any of their respective Affiliates, agents and contractors or the Agreement including any document or data marked **"Confidential"** or any information, document or data which a Party has been informed is confidential;

"Contango" means Contango Management Consultancy LLC ;

"Control" means the power to direct the management and policies of a company or other entity, directly or indirectly, whether through the ownership of shares, the use of voting rights, by contract or otherwise;

"Force Majeure" has the meaning given to it in Clause 18;

"IP Rights" means all intellectual property rights including patents, rights to and in inventions, (whether patentable or not), copyright and related rights, trademarks, service marks, logos, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, know how, trade secrets and the designs contained within them and any other intellectual property rights, in each case, whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

"Service Provider" means a party to the Agreement providing the Services to Contango;

"Services" means the consultancy services to be performed as per the attached engagement letter;

"Tax" means any tax (including any personal, value added tax ("VAT") or withholding tax), levy, impost, duty (including customs duty), registration fee or other charge or withholding of a similar nature (including any penalty payable in connection with any failure to pay or any delay in paying any of the same) whether levied by the Government of the United Arab Emirates or any government outside the United Arab Emirates.

3. Services / Scope of Work: Service Provider hereby agrees to perform the Services described in the attached engagement letter.

4. Compensation: Contango agrees to pay Service Provider for all undisputed services rendered to Contango pursuant to the Agreement and to reimburse Service Provider for all reasonable and necessary expenses incurred in connection with providing such services strictly in accordance with the engagement letter.

5. Confidentiality:

5.1 Each party shall keep confidential and shall not use (except in connection with the Agreement) any Confidential Information disclosed to it by the other party. The parties agree that the following shall not constitute "Confidential Information":

- (i) information that was in the public domain or in the possession of the receiving party at the time of disclosure to that party by the other party,
- (ii) information independently developed by a party,
- (iii) information that subsequently comes into the public domain through no fault of the receiving party, and
- (iv) information that is also disclosed to the receiving party by a third party who is under no obligation to the disclosing party to keep that information confidential.

5.2 Notwithstanding the foregoing, Service Provider may serve other clients in the same industry as long as it does so without compromising its responsibility to maintain the confidentiality of Contango's Confidential Information including parties with whom you compete or have a commercial relationship.

5.3 In case the Parties have signed a separate non-disclosure agreement related to the Confidential Information provided in relation to the Services, the terms and conditions of such non-disclosure agreement shall supersede this clause 5.

6. **Cooperation:** Both Service Provider and Contango acknowledge and agree that successful completion of the Services will require their full and mutual good faith cooperation and Contango shall use reasonable endeavors to provide Service Provider with such support and assistance as are stated to be Contango's responsibility in the engagement letter. Contango further agrees that information provided to Service Provider shall be to the best of the Contango's knowledge materially complete, accurate and prompt, however, Contango does not make any representation or warranties with respect of such information, and that Service Provider agrees that it has not and shall not rely on it.

7. **Use of Information:** In case Service Provider is using relevant and appropriate publicly available information and relevant and appropriate information in reports and other material provided by others, including, without limitation, relevant and appropriate information provided by Contango, Service Provider shall be responsible for a verification for such information.

8. **Use of Work Product:** Without limitation, all materials produced, work product and any other deliverables and copyright work prepared by the Service Provider to the Agreement (the "Work Product") shall immediately upon their preparation, creation or development become the sole property of Contango and shall, as appropriate, be considered the intellectual property of Contango. In the event that any of the Work Product created cannot be upon creation, expressly and automatically assigned, transferred to Contango or otherwise become the property of Contango under the Agreement, the Service Provider hereby agrees to enter into such further agreement or deed to assign and, all copyrights, proprietary rights, trade secrets, and other right, title and interest in and to such Work Product. All such Work Product shall be subject to the non-disclosure and confidentiality terms of the Agreement.

9. Limitation of Liability:

9.1 Service Provider shall indemnify and hold harmless Contango and its affiliates, and each of their respective employees, from and against any loss, expense, damage or liabilities

(or actions that may be asserted by any third party) that may result from any third party claims arising out of or in relation to the provision of the Services or any use by you of any deliverable item under the Agreement and will reimburse Contango for all costs and expenses (including legal fees on a solicitor client basis) incurred by Contango in connection with any such action or claim.

9.2 To the maximum extent permitted by law, neither Party will be liable for any indirect, exemplary, punitive or consequential loss or damage including damages or claims in the nature of lost revenue, income, profits or investment opportunities whether arising under claims in contract or at law, unless provided for under the engagement letter.

9.3 Contango's total liability (including interest) for all claims in connection with the Services or the Agreement shall be limited to the fees paid for the Services.

10. Governing Law and Dispute Resolution:

10.1 Mediation – If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.

10.2 Law and jurisdiction – The Agreement and any dispute arising from it, whether contractual or noncontractual, is governed by, and is construed in accordance with, the Laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates. Each party irrevocably agrees that the courts of Abu Dhabi will have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

11. **Termination:** In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate the Agreement as of a date specified in such notice of termination. Contango may also terminate the Agreement at any time by giving Service Provider fourteen days' written notice to that effect; and in the event the termination is not due to Service Provider's default, breach of contract or breach of law, Service Provider shall be entitled to payment for undisputed services rendered and for agreed expenses and obligations incurred in connection with the Agreement prior to the effective date of termination.

12. **Independent Contractor:** Service Provider is an independent contractor and not an agent or representative of Contango. No employee of Service Provider shall be deemed an employee of Contango. Service Provider agrees that it shall be Service Provider's responsibility to withhold all federal, state or local income taxes, social security taxes, unemployment and other payroll taxes required by law to be withheld from the compensation of the employees performing services hereunder.

13. **Third-Party Hardware and Software:** The parties understand that any work product delivered under the Agreement may include certain third-party hardware and/or software products. Unless expressly agreed to the contrary in the engagement letter, Contango shall be responsible for obtaining licenses to such third-party software, if such software is not already in Contango's possession, including the right to incorporate such software into its systems.

14. **Third-Party Beneficiaries:** Service Provider agrees that the Services and any reports, analyses or other material provided by Service Provider under the Agreement shall also be for the benefit of Contango's Affiliates as well as ADQ Developmental Holding LLC, Abu Dhabi Developmental Holding Company PJSC, and any Abu Dhabi government departments, companies or entities, together with their affiliates, associated undertakings, or their related entities and projects.

15. **Securities:** No reference may be made to Contango in any prospectus, proxy statement, offering memorandum, or similar document without Contango's prior written consent, which Contango may, in its discretion, withhold.

16. **Best Efforts and Industry Standards:** Service Provider agrees to carry out the Services on a best-efforts basis and in accordance with the best Industry Standards.

17. **Assignment:** Contango and Service Provider agree that neither party may assign its rights under the Agreement without the prior written consent of the other party, however Contango may assign its rights under the Agreement to its Affiliates.

18. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to a cause beyond its reasonable control. Performance times shall be considered extended for the period required to make up the work lost because of such cause.

19. **Miscellaneous:** The attached engagement letter and these terms and conditions constitute the entire agreement and understanding between the parties with respect to the subject hereof and merges and, except as set out in clause 5.3, supersedes all prior discussions and writings with respect hereto. No modification, alteration or amendment of the Agreement shall be effective unless contained in a writing that is signed by both parties and that specifically refers to the Agreement. In the event that any term or provision of the Agreement shall, for any reason, be held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any government authority to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement, and the remaining terms and provisions will be unaffected thereby.

20. Anti-Bribery:

20.1 Each party shall comply with all applicable legislation, statutory instruments and regulations in the UAE in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction ("Bribery Laws") ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavors to ensure that all of that Party's personnel and sub-contractors involved in performing the Agreement so comply.

20.2 Without limitation to clause 20.1, neither party shall make or receive any bribe or other improper payment or allow any such to be made or received on its behalf, either in the United Arab Emirates or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

20.3 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 20.

21. **Non-Solicitation:** The Consultant agrees not to directly or indirectly engage, offer services to, or enter into any business relationship with the clients, customers, or affiliates of Contango for the duration of the Agreement and for one year thereafter. This includes, but is not limited to, soliciting, providing services, or attempting to divert business from Contango. Any breach of this provision shall result in appropriate legal action and may entitle Contango to seek damages and injunctive relief.