

GENERAL TERMS AND CONDITIONS OF SERVICES

GENERAL

Words and definitions used herein shall, unless otherwise defined herein or unless the context otherwise requires, have the same meaning attributed thereto in the Technical Support Agreement (“Agreement”).

1. SERVICES AND SUB-CONTRACTORS

- 1.1. SGI shall perform the Services in accordance with the terms and conditions as set out in the Agreement.
- 1.2. SGI shall be allowed to hire third parties to perform the Services, but only to the extent such parties shall be of the same professional standard as SGI’s employees. Where applicable, SGI shall ensure that any consultant, independent contractor, sub-contractor, affiliate, group company or agent of SGI, acting on behalf of SGI to perform the Services (hereinafter together with SGI collectively referred to as “SGI”), shall perform the Services in accordance with the terms and conditions as set out in the Agreement.
- 1.3. Where certain external services are necessary for SGI to perform its Services under the Agreement or are otherwise requested by the Customer (“External Services”), the Customer may ask SGI to hire such External Services provider and SGI may accept the Customer’s request where the Customer:
 - 1.3.1. has given SGI a written approval to hire an External Service provider;
 - 1.3.2. agrees that in respect of any costs or expenses incurred by SGI with respect to any External Services provider, all costs will be charged by SGI to the Customer on a cost recovery basis with a 7% mark-up; and
 - 1.3.3. in the event that the Customer requires SGI to enter into any agreement with such External Services provider (“Third-Party Agreement”) in SGI’s name, then the Customer agrees -
 - 1.3.3.1. to indemnify and hold SGI (and any of its employees, consultants, sub-contractors, affiliates or agents) harmless against any and all losses, claims, damages or liabilities to which SGI may become subject to under the Third-Party Agreement other than any losses, claims, damages or liabilities resulting from the gross negligence, fraud or wilful misconduct of SGI or any of its employees, consultants, sub-contractors, affiliates or agents; and
 - 1.3.3.2. that all risk of loss and/or damage suffered or caused in terms of the Third-Party Agreement pass to the Customer from the date of signature of the Third-Party Agreement by all the parties thereto.
- 1.4. For the avoidance of doubt any consultant, independent contractor, sub-contractor, affiliate, group company or agent of SGI, acting on behalf of SGI to perform the Services shall be deemed to be SGI and any other service provider procured to perform External Services shall be deemed a third party where the context requires.

2. DURATION OF THE AGREEMENT

- 2.1. The Agreement shall become effective on the date first mentioned in the Agreement and shall expire on the date referred to in the Agreement under the clause titled “Term”.
- 2.2. **Clauses 9 (“Confidentiality”), 14 (“Liability”), 22 (“Notices and communications”) and 24 (“Applicable law and disputes”) hereof shall survive the termination of the Agreement for a period of 2 years.**

3. FEES & EXPENSES

- 3.1. For man-day rate activities SGI shall provide Customer regular updates of the time accrued against the estimated time based upon the SGI internal time management system. Man-days are based on an average of 8 working hours per day.
- 3.2. For purposes of this clause, a man-day shall mean any day on which SGI’s personnel is assigned to the Services (including weekdays and weekends). For the avoidance of doubt, should SGI’s personnel not be able to perform the Services during a weekend and it is impractical or uneconomical for SGI’s personnel to return to their homebase during such weekend and accordingly remain in the location at which the Services are being performed during such weekend, SGI shall be entitled to charge the man-day rate in respect of each day of such weekend.
- 3.3. Premium or overtime costs will be added to the agreed fees if and when extra services (including services that need to be performed as soon as possible) or overtime is requested by Customer.
- 3.4. **Fees will automatically be escalated by 5% or by the official Dutch inflation rate, whatever is the highest, every 12 months from the date on which the Agreement became effective, and as such no prior consent to such escalation shall be sought from the Customer.**
- 3.5. For the avoidance of doubt the agreed fees set out in the Agreement excludes any expenses (including travel and lodging expenses). Subject to the provisions set out herein, the Customer shall be billed for the actual costs and/ or expenses incurred and where possible these costs and/ or expenses shall be supported by receipts.
- 3.6. **SGI will charge a 5% mark-up on the travelling costs incurred by SGI in performing the Services as an administrative cost.**

4. PAYMENT

- 4.1. Fees, costs and expenses billed by SGI, or its group company, shall be paid 14 (fourteen) days following issuance of an invoice to Customer by SGI, or its group company. Where, however the Customer disputes the invoiced amount (“Dispute Amount”), it must pay the undisputed amount (if any) within the time stipulated above.
- 4.2. Undisputed Amounts not received by SGI, or its group company, on the due date due shall accrue interest at a rate of 1.5% (one and a half percent) per month, calculated on the basis of the actual number of days elapsed in a year of 360 (three hundred and sixty) days. An amount will be considered disputed where the Customer delivers a written statement to SGI, or its group company, on or before the due date of the invoice, describing in reasonable detail the basis of the dispute and the amount being withheld by the Customer.
- 4.3. Upon receiving this written statement, both SGI and the Customer will use commercially reasonable efforts to resolve, promptly through good faith discussions, any Disputed Amount, without prejudice to the provisions of clause 24. If the Customer does not provide the written statement in accordance with the abovementioned paragraph, the amount shall be deemed to be undisputed.

5. TRAVEL AND LODGING POLICY

SGI is committed to performing Services in a sustainable and environmentally responsible manner whilst using commercially reasonable efforts to keep travel and lodging expenses to a minimum. SGI shall use reasonable efforts to utilize its regional staff as much as possible to accomplish the requested Services thereby limiting travelling expenses to the Customer, subject to availability of staff in such regions.

5.1. Air Travel:

- 5.1.1. Where commercially and practically reasonable, SGI shall procure services of airlines who are committed to sustainable solutions such as, but not limited to, the use of sustainable fuels; efforts to reduce carbon emissions and the implementation of a carbon offset program.
- 5.1.2. For travel of 6 hours or less, SGI personnel are expected to travel on a reasonably priced, non-stop coach class airfare. If a non-stop airfare is not available, the best alternative shall be sought.
- 5.1.3. For travel of more than 6 hours, SGI personnel shall travel on a reasonably priced business class airfare. If a non-stop airfare is not available, the best alternative shall be sought.
- 5.1.4. When booking any air travel an option to contribute to a carbon offset program is available, SGI shall make such contribution which shall be included in the travel expense for which the Customer is liable, provided at all times such contribution is commercially reasonable.
- 5.1.5. Bookings shall be made well in advance, as far as practically possible in order to ensure the most reasonable rates.

5.2. Lodging:

- 5.2.1. Where commercially and practically reasonable, SGI personnel shall stay in a hotel that has implemented efforts to put sustainability at the forefront of its mission. This includes, but is not limited to, the use of renewable energy; water conservation efforts; sustainable building materials and responsible food suppliers. Such hotel must be oriented to the business traveler.

5.3. Other:

- 5.3.1. Where commercially and practically reasonably, SGI personnel shall hire sustainable vehicles such as natural gas vehicles (CNG), hybrid vehicles (HEV), and vehicles equipped to use ethanol and biodiesel. If not commercially and/ or practically reasonable, car hire shall be limited to a maximum Group C (to be stated on invoices). All rentals are inclusive of vouched fuel expenses associated with such hire car.
- 5.3.2. Personal car motoring expenses based on a mileage rate of Euro 0.65 per Km, or USD 0.65 per Km whichever is applicable (excluding motorway tolls which shall be reimbursed as incurred).
- 5.3.3. Mobile phone calls and internet access business calls using a recognized telephone charge card or mobile telephone (only on exceptional occasions should calls be made at hotel rates and in such circumstances the caller shall request a call back wherever possible).

6. STANDARD AND PLACE OF PERFORMANCE OF SERVICES

SGI shall perform the Services with due diligence and efficiency and shall exercise such skill and care in the performance of the Services in accordance with reasonable professional standards and industry practice. SGI shall follow all reasonable instructions of Customer or its designee in the performance of the Services and shall not incur any liability nor make any commitment for or on behalf of Customer or its designee or any other party without the express prior written consent from Customer or its designee.

7. INFORMATION, DOCUMENTATION AND REPORTS

- 7.1. Customer shall provide SGI in a timely manner and at no cost with access to its data and shall deliver to SGI all specific working documents, information well as all the details and useful information concerning the planned use or purpose of the Services needed for the performance of the Services including those documents and/or information specifically referred to in the Agreement. In the event that Customer fails or refuses to do so, the Services shall be rendered impracticable by such failure or refusal. In any such case, the Parties shall, in good faith discuss the alternatives in which SGI can fulfil its Services for Customer. In a case where the Parties decide that there is no acceptable alternative means for SGI to provide the specific Services in question, Customer shall discharge SGI from any liabilities and costs in relation to providing such Services.
- 7.2. SGI's Services shall extend to the data, working documents and/or other information received by the Customer as at the commencement date of the Services as described in the Agreement. Any data, working documents and/or other information generated, published or made available after the commencement date of the Services shall not be covered under the Agreement.
- 7.3. SGI shall furnish Customer with such information, documentation, and reports relating to the Services as Customer may from time to time during the term of the Agreement reasonably request in writing which shall be subject to the provisions of clauses 8 and 9 below.
- 7.4. The Customer is solely liable for the use of SGI's information, documentation, and reports. SGI shall not guarantee the quality, results, efficacy, or relevance of any decision that may be made or action that may be taken on the basis of the information, documentation and/or reports provided to the Customer pursuant to the Agreement.
- 7.5. **On completion of the Services, SGI shall not be obliged to retain and/or make available to the Customer at any time after completion of the Services any material resources, specific working documents and/or information**

provided to it by the Customer, nor any information, documentation and/reports previously shared with the Customer by the SGI.

8. PROPRIETARY RIGHTS OF INFORMATION, DOCUMENTATION AND REPORTS

- 8.1. Any reports, proposals, or other relevant documents (hereinafter collectively referred to as "Documents") prepared and furnished by SGI in relation to the Services are strictly for the use of the Customer in furtherance of the expressed objectives of the Agreement. The information contained in such Documents shall, upon creation, become the property of the Customer, however any templates, formulas, methods, calculations or otherwise used by SGI to produce the information on such Documents shall remain the property of SGI. Save as described in Clause 9 below, it is agreed that neither SGI nor Customer shall copy, publish or otherwise disseminate or use any such Documents or their contents for any other purpose than the performance of the Services nor shall SGI or the Customer disclose the information or content of the Documents to any third party without the prior written permission of the other Party.
- 8.2. Nothing herein will be construed as a grant of a license or an assignment (by implication, estoppel or otherwise) by the disclosing Party to the receiving Party of any intellectual property rights, unless expressly provided for in the Agreement.

9. CONFIDENTIALITY

- 9.1. Parties acknowledge and agree that all information disclosed under the Agreement, subject to applicable law, is confidential information ("Confidential Information"). It is hereby agreed and acknowledged that Confidential Information shared by SGI with Customer may be disclosed to its and its holding company's employees, officers and directors, provided that the aforementioned individuals are directed to keep such information confidential in accordance with this clause. Except with SGI's prior written consent or as required by applicable law or regulation, Customer shall not disclose any Confidential Information shared with it by SGI to any other party not listed above. It is further acknowledged and agreed that any Confidential Information shared by Customer with SGI may be disclosed to SGI's affiliates and its and their respective employees, agents, officers, directors, investors, lenders, consultants and other representatives, provided that the aforementioned individuals are directed to keep such information confidential in accordance with this clause. Except with Customer's prior written consent or as required by applicable law or regulation, SGI shall not disclose any Confidential Information shared with it by Customer to any other party not listed above.
- 9.2. If disclosure of Confidential Information is required by applicable law or regulation, the disclosing party shall notify the other party prior to such disclosure and shall use its reasonable efforts to limit such disclosure; provided, however, that the foregoing notice obligation shall not apply with respect to disclosures that are requested or required pursuant to routine regulatory examinations to which a Party or any of its affiliates are subject in the ordinary course of business.
- 9.3. Unless otherwise agreed upon by the Parties in writing, all Confidential Information submitted by one Party to the other hereunder will remain the property of the disclosing Party.

10. RELATIONSHIP BETWEEN PARTIES

Parties acknowledge and agree that the Agreement is an agreement for the performance of Services only, and that nothing in the Agreement shall constitute or be deemed to constitute a partnership, agency or the relationship of employer and employee, between SGI and Customer.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1. The Customer shall not assign, novate, subcontract, delegate or transfer any of its obligations and rights under the Agreement nor any part thereof to a third party without the prior written consent of SGI.
- 11.2. SGI may assign, novate, subcontract or delegate any of its rights and obligations contained in the Agreement to any other company that is controlled by or wholly owned by SGI ("SGI Companies") without obtaining the Customer's consent. For the avoidance of any doubt, where such assignment, novation, subcontracting or delegation of the rights and obligations contained in the Agreement takes place from SGI to any of its SGI Companies, then SGI shall remain jointly and severally liable towards the Customer under this Agreement.

12. CUSTOMER OBLIGATIONS

- 12.1. Customer undertakes to:
 - 12.1.1. ensure the instructions needed to perform the Services reach SGI in due time;
 - 12.1.2. if applicable, provide SGI in a timely manner and at no cost with access to its premises, offices, other facilities, IT tools, personnel and to all the sites concerned by the Services;
 - 12.1.3. adopt all the measures needed to protect and secure working conditions on the site during performance of the Services and inform SGI of all applicable health and safety laws and regulations and all other safety instructions related to Customer's sites and facilities;
 - 12.1.4. ensure all of Customer's equipment and/or premises are in good condition, fit for Services-related use, and comply with all applicable rules and regulations;
 - 12.1.5. assist SGI in a timely manner with obtaining work permits and such other documents as shall be necessary to enable the performance of the Services. If any license, permit, approval, registration or filing is required in the country of residence of the Customer in connection with any Services or the performance by Customer or SGI of any matter in connection with the Agreement, Customer shall obtain such license, permit or approval and make such registration or filing at its own cost; and

12.1.6. ensure none of the documents, information, or equipment made available to SGI by Customer pursuant to the Agreement infringe or constitute a violation of any third party's patent, copyright, trademark, manufacturing secret, license, or other property rights (including intellectual).

13. TAXES AND LICENSES

13.1. All fees, costs and expenses are exclusive of any national, provincial or local sales, use, value added or other tax, including but not limited to any labour related taxes (other than income, gross receipts or similar taxes payable in respect of SGI's employees). Only if SGI is required to pay any such tax on account of the Services or any fees, costs or expenses related thereto, such taxes shall be paid by Customer (or, if applicable, Customer shall reimburse SGI for such payments) in addition to the fees, costs and expenses provided for in the Agreement.

13.2. All payments by Customer under the Agreement shall be made without set off on any account whatsoever and free and clear of and without deduction for or on account of any taxes except to the extent that Customer is required by applicable law or regulation to make payment subject to any taxes. If any tax or amounts in respect of tax must be deducted or withheld, or any other deductions or withholdings must be made, from any amounts payable or paid by Customer under the Agreement, Customer shall pay such additional amounts as may be necessary to ensure that SGI receives a net amount equal to the full amount which it would have received had no deduction or withholding been made.

14. LIABILITY

Except in the case of gross negligence or fraudulent and/or wilful misconduct, any and all liability of SGI is limited to the amount paid out, if any, under its professional liability insurance in the matter concerned. In the event of any claim or dispute by the Customer against SGI, SGI shall comply with all notice and other requirements of such insurance policies and use its best efforts to obtain from such insurers the amount of such claim or dispute. If and when, for any reason whatsoever the insurance does not make any payment, any and all liability of SGI shall be limited to the aggregate of the fees actually received by SGI for the year preceding the date of claim by the Customer under the Agreement, or in the case of a claim received during the first year of the Agreement, the amount of fees paid up to the date of the claim.

15. CONSEQUENTIAL DAMAGES

15.1. **Notwithstanding any other provision contained in this Agreement, in no event shall SGI be liable for any indirect, incidental, consequential, or similar damages as a result of the performance of the Services such as, but not limited to, any direct or indirect loss of anticipated profits or revenue, loss of use, non-operation or increased expense of operation of any aircraft or other equipment or facility, cost of capital, or failure or delay in achieving anticipated profits or product or in consummating any transaction.**

15.2. **Parties understand that, in performing its obligations pursuant to this Agreement, SGI depends, amongst others, on information to be received from third parties. SGI shall not be liable for any damages whatsoever resulting from or in relation to any incorrectness of information supplied by any such third party to SGI, unless and only to the extent that SGI does not act in accordance with the standard of care as described in Clause 6 herein.**

16. INSURANCE

16.1. **SGI has professional liability insurance in place annually covering the amount of EUR 4,2 million in aggregate with a maximum of EUR 800,000 per event to insure any damage as set-out herein.**

16.2. During the term of the Agreement, Customer will procure insurance coverage sufficient to cover its obligations under this Agreement ("Customer's Insurance Policy"). Customer's Insurance Policy will be issued by a reputable insurance company of international standard.

16.3. Customer will:

16.3.1. promptly provide SGI with Certificates of Insurance as reasonably requested and specified by SGI;

16.3.2. endorse Customer's Insurance Policy so that SGI and its officers, shareholders, directors, employees, affiliates and subsidiaries are listed as additional insured on all of Customer's liability coverages;

16.3.3. waive all rights of subrogation against SGI;

16.3.4. include an invalidation (breach of warranty) provision to the effect that coverage for Customer and/or SGI will not be voided by any act or neglect of the other party;

16.3.5. ensure that all coverages will be considered primary coverages and not contributory with respect to any other policies in force;

16.3.6. ensure that Customer's Insurance Policy shall include a severability of interest clause which provides that the insurance, except for the limit of liability, will operate to give each insured the same protection as if there were a separate policy issued to each insured;

16.3.7. ensure that the insurer must provide SGI with at least 30 days' prior notification in the event of cancellation, failure to renew, or material change in coverage of the policy; and

16.3.8. ensure validity of Customer's Insurance Policy for the duration of the Agreement.

17. RESCISSION AND TERMINATION

17.1. Either Party may terminate this Agreement by written notice to the other Party if:

17.1.1. there is a breach by the other Party of any term or condition of this Agreement, and such a breach is incapable of being remedied or, if the breach can be remedied, is not remedied within 30 (thirty) days of such written notice from the other Party specifying the breach and requiring the same to be remedied; or

17.1.2. the other Party is liquidated or dissolved (or a resolution to this effect is passed); or

17.1.3. a petition for bankruptcy or the suspension of payments has been filed with regard to the other Party;

17.2. Additionally, SGI may terminate the Agreement in the event that:

17.2.1. SGI has reasons to believe that carrying on the provision and performance of the Services under this Agreement creates major concerns such as but not limited to operational and/or economic concerns for SGI. In such a situation, SGI and the Customer shall discuss alternative actions or procedures to resolve the concerns of SGI. In the event that the Customer and SGI cannot reach an agreement on the alternative actions or procedures, then SGI may terminate this Agreement by serving a 30 (thirty) days prior written notice to the Customer.

18. FORCE MAJEURE

18.1. SGI shall not be responsible and liable for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an event of force majeure.

18.2. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of SGI and which by the exercise of reasonable diligence by SGI was unable to be prevented provided that the event or circumstance is limited to the following:

18.2.1. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

18.2.2. earthquakes, flood, fire or other physical natural disasters including severe weather conditions;

18.2.3. strikes at national or regional level or industrial disputes at a national or a regional level, or strikes or industrial disputes by labour not employed or contracted by SGI or its subcontractors; government-imposed lockdowns and newly laws and regulations promulgated post the conclusion of this Agreement which prohibit the performance of the Services to the Customer; and

18.2.4. upon reasonable attempts, SGI is unable to obtain equipment or necessary assistance or information from third parties, such as but not limited to airlines, charterers, airport authorities to perform the Services at the location, as agreed with the Customer.

18.3. SGI agrees to notify Customer if an event of force majeure occurs and, if possible, of the expected period of time such an event of force majeure is likely to last. The agreed period for the performance of the Services shall automatically be prolonged by the same period.

19. PROTECTION OF PERSONAL DATA

Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information and afforded all of the protections set forth in these terms and conditions. In addition to and without limiting the terms generally applicable to Confidential Information, the Parties agree that each shall process, apply, view and use Personal Data only to the extent necessary to perform its respective obligations under this Agreement. Neither Party shall transfer to a third party or otherwise allow the use of Personal Data of the other Party unless expressly instructed or authorized by the other Party. Both Parties shall comply with applicable laws and best practices relating to data privacy and data security.

20. VARIATION OF AGREEMENT

20.1. No variation or amendment of this Agreement shall be effective, unless agreed upon in writing between Parties and signed by the duly authorised representatives of the Parties.

21. ENTIRE AGREEMENT

The Agreement and each attached Appendix which is expressly incorporated herein by reference, as amended from time to time in accordance with the foregoing provisions, contains the entire agreement between the Parties, and supersedes all prior arrangements whether written or oral, expressed or implied. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of this Agreement.

22. NOTICES AND OTHER COMMUNICATIONS

22.1. All notices and other communications provided for, in, or effected under, this Agreement shall be in writing and shall be delivered and effective as follows:

22.1.1. delivered by hand (effective at delivery);

22.1.2. sent by overnight courier (effective on the business day following the business day on which it is delivered to an internationally recognized courier service); or

22.1.3. sent by email (effective when delivered to the recipient).

22.2. Unless otherwise agreed to in writing between the Parties,

22.2.1. All notices and inquiries addressed to SGI shall be sent to:

Address: Haaksbergweg 75
1101 BR Amsterdam
The Netherlands

Tel: + 31-20-8804218

Email: email address of SGI's Project Manager (detailed in the clause titled "Project Manager" in the Agreement)

Attention of: Chief Executive Officer & Legal Counsel

22.3. All notices and inquiries addressed to Customer shall be sent using the details contained in the Agreement under the clause titled "*Notices*".

23. MISCELLANEOUS

23.1. The Customer will not, during the Agreement, and for a period of 12 months after the Agreement has been terminated, solicit, canvass or approach any person currently employed or contracted by SGI, or within 6 months of a termination of contract between SGI and such person employed or contracted by SGI, for the purpose of offering to that person an agreement similar to this Agreement.

23.2. SGI personnel performing Services on-site for the Customer for a consecutive period of 6 weeks, shall be rotated at the expense of the Customer. Such rotation shall not unreasonably affect the performance of the Services.

23.3. SGI shall deal with any potential conflicts of interest on a case-by-case basis in accordance with internal policy. This may include disclosing such conflict of interest to the Customer, seeking Customer consent, using routine Chinese wall procedures or alternative solutions. In the event that a solution to a conflict of interest cannot be established, in the reasonable judgement of SGI, then SGI shall have the right to decline to act, cease performance of Services, and terminate this Agreement with immediate effect, and without liability to the Customer.

23.4. Any provision herein which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent and economic effect.

23.5. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

24. APPLICABLE LAW AND DISPUTES, CLAIMS

The Agreement and any matter arising out of the transactions contemplated hereunder shall be governed by English Law. All disputes between Parties shall be submitted to the competent court in London, United Kingdom.