

PIDG STANDARD CONDITIONS OF CONTRACT**DEFINITIONS AND INTERPRETATION****1. Definitions**

“Advantage” includes, but is not limited to money, loan, fee, stock, contractual right or interest, real estate, personal property, or other interests arising from business relationships, gifts, meals, entertainment, contributions or donations, travel and travel related expenses, below-market discounts, refunds, rebates, preferential treatment in the provision of, or preferential access to business opportunities or offers of employment, goods or services that do not have a commercially reasonable justification, or other improper inducements.

“Anti-Bribery Laws” means any applicable law, rule, regulation and other legally binding measure relating to the prevention of bribery, corruption or similar or related activities in a Relevant Jurisdiction, including (without limitation) the Bribery Act 2010 of the United Kingdom.

“Anti-corruption and Integrity Operating Policy” means the Anti-corruption and Integrity operating policy located on the Client's website at [Anti-corruption and Integrity Operating Policy](#).

“Applicable Law” means the laws or regulations, regulatory policies, guidelines or industry codes in a Relevant Jurisdiction or which apply to the provision of the Services.

“Associated Persons” means in relation to an organisation, a person (including an employee, agent or subsidiary) who performs or has performed services (including within the meaning of section 8 of the Bribery Act 2010 and Part 3, section 44(4) of the Criminal Finances Act 2017 regarding the corporate offences of failure to prevent facilitation of tax evasion (as amended or superseded from time to time)) for that organisation or on its behalf and in respect of whose actions or inactions the organisation may be liable under Anti-Bribery Laws and/or the Criminal Finances Act 2017, including, as appropriate, contractors, sub-contractors, intermediaries, joint ventures and consortium partners.

“Client Materials” means all documents, information, items and materials in any form (whether owned by the Client or a third party), which are provided to the Consultant in connection with the Services.

“Code of Conduct” means the Code of Conduct of the PIDG Group located on the Client's website at [Code of Conduct](#).

“Commissioner” has the meaning given to it in the UK GDPR.

“Confidential Information” means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Project, the business, products, affairs and finances of the Client or any of the PIDG Group or their clients or investments and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of the PIDG Group or their investments or any of the consultants, clients, customers, agents, distributors, shareholders, third party managers, or management to all the above, whether or not such information (if in anything other than oral form) is marked confidential.

“Consultant's Personnel” means any person instructed pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Key Personnel and the Consultant's directors, officers, employees, agents and sub-contractors.

“Control” means in relation to a Party the beneficial ownership of more than 50% of the issued capital of that Party, or the legal power to direct or cause the direction of the general management of that Party, or holding company thereof.

“Controller” has the meaning given to it in the UK GDPR.

“Data Protection Legislation” means all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the retained EU law version of the GDPR (“UK GDPR”); the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority, as well as (ii) GDPR (if applicable).

“Data Subject” has the meaning given to it in the UK GDPR.

“Deliverable” means any output of the Services and any other documents, products and materials provided by the Consultant to the Client in relation to the Services.

“Deliverable Completion Date” means the date following completion of a Deliverable, on which the Client, acting reasonably confirms that it is satisfied with the Deliverable.

“Deliverable Payment” means a payment for a Deliverable following a Deliverable Completion Date.

“Deliverable Payment Amount” means a Deliverable Payment for each corresponding Deliverable as set out in Clause 17.

“Equipment” means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, which are financed or provided by the Client for use by the Consultant.

“Financial Limit” means the amount described in Section 1 (*Form of Contract*).

“Force Majeure” means in relation to a Party any circumstances beyond the reasonable control of that Party, including without limitation, any of the following: (a) war, acts of warfare, hostilities (whether war be declared or not) invasion, incursion by armed force, act of hostile army, nation, terrorist or enemy; (b) riot, uprising against constituted authority, civil commotion, disorder, rebellion, organised armed resistance to the government, insurrection, revolt, military or usurped power, civil war; (c) earthquake, flood, fire, arson, storm, lightning, tempest, accident, or other acts of God; (d) epidemic, explosion, disease, hijacking, sabotage or crime; or (e) act of government or governmental authority, including any relevant regulator.

“GDPR” means the General Data Protection Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Key Personnel” means the Consultant’s Personnel described in Clause 3 of Section 1 (Form of Contract) and any additional personnel who may be appointed in accordance with Clause 3 of Section 1 (Form of Contract).

“Mandatory Policies” means PIDG Ltd’s mandatory policies and procedures for this Contract set out in Section 5 (PIDG Mandatory Policies).

“Personal Data” has the meaning given to it in the UK GDPR.

“Personal Data Breach” has the meaning given to it in the UK GDPR.

“PIDG Group” means The Private Infrastructure Development Group Trust (“PIDG Trust”), PIDG Ltd, PIDG HoldCo, and any corporate entity established by the PIDG Trust or PIDG Ltd or PIDG HoldCo for the furtherance of PIDG’s activities and any holding company or subsidiary (as defined in the Companies Act 2006) of such corporate entities.

“PIDG HoldCo” means The Private Infrastructure Development Group Holding Company Limited, a private company incorporated under the laws of England with registered number 16281077 whose registered office is at 6 Bevis Marks, London, EC3A 7BA, United Kingdom.

“PIDG Travel and Expense Reimbursement Policy and Procedures” means the Travel and Expense Reimbursement Policy and Procedures located on the Client’s website at [Travel and Expense Reimbursement Policy](#) and Procedures.

“Processing” has the meaning given to it in the UK GDPR.

“Processor” has the meaning given to it in the UK GDPR.

“Regulatory Authority” means any regulatory or governmental body, (including the United Kingdom’s Financial Conduct Authority and the Prudential Regulatory Authority), responsible for enforcing Applicable Laws or otherwise having jurisdiction over the activities of either Party.

“Relevant Jurisdiction” means all jurisdictions relevant to the provision of the Services from the Consultant to the Client, including, without limitation:

- (i) the jurisdiction of the Client;
- (ii) the jurisdiction of the Consultant;
- (iii) the jurisdiction where any employee or contractor of the Consultant involved in providing the Services is located;
- (iv) the jurisdiction where the Services are being provided from; and
- (v) the jurisdictions where the members of the PIDG Group are located.

“Sanctions” means economic or financial sanctions enacted, administered or enforced by the United Nations, the United States of America, the United Kingdom, or the European Union (or any of its present or future Member States).

“Services” means the services to be performed by the Consultant pursuant to this Contract.

2. Interpretation

- 2.1. In the event of any inconsistency between Section 1 (*Form of Contract*), Section 6 (*PIDG Standard Conditions of Contract*) and Section 3 (*Special Conditions*), Section 3 (*Special Conditions*) shall prevail.
- 2.2. Except as expressly provided the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or imply or enter into any commitments on behalf of the Client in any respect.
- 2.3. The relationship of the Consultant to the Client will be that of independent contractor and nothing in this Contract shall make the Client or the PIDG Group the employer of the Consultant or the Consultant's Personnel, nor shall it establish any partnership or joint venture between any of the parties referred to in this Clause, nor shall it authorise any party as the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 2.4. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
 - 2.4.1. is a reference to it as amended, extended or re-enacted from time to time; and
 - 2.4.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.6. All communications by the Consultant relating to this Contract, including any notifications or applications for consents or instructions must be addressed to the person named in Clause 30.2 of Section 1 (Form of Contract).

OBLIGATIONS OF THE CONSULTANT

3. Obligations

- 3.1. Commencing from the date of this Contract and for the duration of the Contract, the Consultant shall provide the Services to the Client in accordance with the terms of the Contract.
- 3.2. The Consultant shall meet any performance dates for the Services specified in Section 2 (*Scope of Services*) or that the Client notifies to the Consultant.
- 3.3. In providing the Services, the Consultant shall:
 - 3.3.1. co-operate with the Client in all matters relating to the Services, and comply with all reasonable instructions of the Client;
 - 3.3.2. perform the Services with the appropriate skill and diligence in accordance with good practice in the Consultant's industry, profession or trade;

- 3.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Consultant's obligations are fulfilled in accordance with the Contract;
- 3.3.4. ensure that the Services will conform with all descriptions, standards and specifications set out in Section 2 (Scope of Services), and that the Deliverables shall be fit for any purpose that the Client expressly makes known to the Consultant;
- 3.3.5. work together with the Client to obtain all equipment, tools and vehicles and such other items as are required to provide the Services;
- 3.3.6. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 3.3.7. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;
- 3.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Client's premises;
- 3.3.9. hold all Client Materials in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose or use the Client Materials other than in accordance with the Client's written instructions or authorisation;
- 3.3.10. not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Consultant acknowledges that the Client may rely or act on the Services; and
- 3.3.11. shall use its reasonable endeavours to comply with all applicable sections of the Code of Conduct and the Mandatory Policies when performing the Services.

4. Personnel

- 4.1. All members of the Consultant's Personnel shall be appropriately qualified and experienced so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2. No changes or substitutions may be made to the Key Personnel without the Client's prior written consent, which consent shall not be unreasonably withheld.
- 4.3. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.4. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- 4.5. The Consultant shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages

earned, other than permissible deductions as set forth in applicable laws or regulations. The Consultant shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

- 4.6. In providing the Services the Consultant shall not employ persons under the age of 15 for any form of labour or under the age of 18 for work involving hazardous labour activity; or (b) violate applicable labour laws and regulations, including those related to the right of association, organization and collective bargaining, forced labour, child labour, wages, hours of work, and occupational health and safety.
- 4.7. Nothing in this Contract is intended to or shall be deemed to make the Client the employer of the Consultant's Personnel, nor shall this Contract establish any partnership or joint venture between the Parties.
- 4.8. Except as expressly provided the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or imply or enter into any commitments on behalf of the Client in any respect.

5. Sub-contractors

- 5.1. The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.
- 5.2. If, having obtained the Client's consent, the Consultant sub-contracts any of its obligations, the sub-contract shall be in writing and shall:
 - 5.2.1. provide that payments due to the sub-contractor shall be made not more than 30 days after provision to the Consultant of a valid invoice;
 - 5.2.2. include rights for the Consultant and obligations on the sub-contractor to ensure that the Client's rights to require replacement of personnel (as set out in Clause 4.2 of Section 6) and the Client's rights and the Consultant's obligations as set out in Clauses 3 and 7 to 12 (inclusive) of Section 6 can be enforced against the sub-contractor; and
 - 5.2.3. impose on and secure from the sub-contractor obligations equivalent to those imposed under this Contract.

6. Client remedies

- 6.1. If the Consultant fails to perform the Services by the applicable dates, and such failure is not remedied within forty-five (45) days the Client shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
 - 6.1.1. to terminate the Contract with immediate effect by giving written notice to the Consultant;
 - 6.1.2. to refuse to accept any subsequent performance of the Services which the Consultant attempts to make; and

- 6.1.3. to require a refund from the Consultant of sums paid in advance for Services that the Consultant has not provided.
- 6.2. If the Consultant has supplied Services that do not materially comply with the requirements of Clause 3 and the Consultant has not remedied such failure to comply within forty-five days then, without limiting or affecting other rights or remedies available to it, the Client shall have one or more of the following rights:
 - 6.2.1. to terminate the Contract with immediate effect by giving written notice to the Consultant;
 - 6.2.2. to return the Deliverables to the Consultant at the Consultant's own risk and expense;
 - 6.2.3. to require the Consultant to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services; and
 - 6.2.4. to refuse to accept any subsequent performance of the Services which the Consultant attempts to make
- 6.3. These Conditions shall extend to any substituted or remedial services provided by the Consultant.
- 6.4. The Client's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Disclosure of Information

- 7.1. The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party or use any Confidential Information obtained during or arising from this Contract other than in accordance with Clause 25 (*Confidentiality*).
- 7.2. No publicity is to be given by the Consultant to this Contract without the prior written consent of the Client.
- 7.3. In accordance with the Code of Conduct, information contained in this Contract relating to the identity and nationality of the Consultant, a description of the Services and the duration and value of the Contract will be published on www.pidg.org.

8. Intellectual Property Rights

- 8.1. In relation to the Client Materials:
 - 8.1.1. the Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and
 - 8.1.2. the Client grants to the Consultant a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement solely for the purpose of providing the Services to the Client.
- 8.2. In relation to the Deliverables:

- 8.2.1. the Consultant assigns to the Client and each member of the PIDG Group and Beneficiary, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables;
 - 8.2.2. the Consultant shall obtain written waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
 - 8.2.3. the Consultant shall, promptly at the Client's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Client may from time to time require for the purpose of securing for the Client and the PIDG Group all right, title and interest in and to the Intellectual Property Rights assigned to the Client and the PIDG Group.
- 8.3. The Consultant warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Client Materials) by the Client and the PIDG Group shall not infringe the rights, including any Intellectual Property Rights, of any third party.
 - 8.4. The Consultant agrees to allow each member of the PIDG Group to use, copy and rely on the content of the Deliverables.

9. Access and Audit

- 9.1. The Consultant shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for 6 years following its termination.
- 9.2. The Consultant shall upon request provide the Client or its representatives unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to the Client or its representatives answers to such enquiries as may be made about the Records.
- 9.3. Where it is found by the Client that any overpayment has been made to the Consultant the Consultant shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

10. Anti-bribery and Corruption

10.1. Anti-bribery and Corruption

- 10.1.1. The Consultant acknowledges that the Client has a zero tolerance of bribery and corruption.
- 10.1.2. When providing the Services to the Client, the Consultant will and will require that the Consultant's Personnel and its Associated Persons involved in delivering the Services comply with all applicable Anti-Bribery Laws.
- 10.1.3. The Consultant covenants throughout the term of this Contract to use all reasonable endeavours to procure that none of the Consultant's Personnel or Associated

Persons involved in delivering the Services will engage in any activity, practice or conduct or take any action, directly or indirectly, which would constitute an offence under any applicable Anti-Bribery Laws.

10.1.4. In connection with the Services the Consultant will either:

10.1.4.1. comply, and require the Consultant's Personnel and Associated Persons to comply, with the Anti-corruption and Integrity Operating Policy as amended from time to time; or

10.1.4.2. maintain throughout the term of the Contract and comply with, and require the Consultant's Personnel and Associated Persons to comply with, the Consultant's own anti-corruption policies, procedures and systems which are no less stringent than the Anti-corruption and Integrity Operating Policy to ensure compliance with all applicable Anti-Bribery Laws.

10.1.5. The Consultant will, as soon as the Consultant is made aware, promptly report to the Client:

10.1.5.1. any request or demand for a bribe, kickback, facilitation payment or any other undue financial or other Advantage of any kind received by the Consultant or any of the Consultant's Personnel or Associated Persons in connection with the Services; and/or

10.1.5.2. any allegations or proceedings or investigation against the Consultant, the Consultant's Personnel or Associated Persons in connection with bribery or corruption; or

10.1.5.3. if a Public Official (as such term is defined in the applicable Anti-Bribery Laws) becomes a member of the Consultant's Personnel or Associated Persons.

10.1.6. The Consultant represents and warrants that neither the Consultant, any member of the Consultant's Personnel nor, to the knowledge of the Consultant, any Associated Person or their directors, officers or employees or Associated Persons, is aware of or has taken any action, directly or indirectly, that could result in a violation by such persons of Anti-Bribery Laws, to which the Consultant, any member of the Consultant's Personnel or any Associated Person is subject and, without limitation, they have not (directly or indirectly) (i) offered, paid, promised to pay or authorised the payment of any money or other Advantage that could constitute a bribe, (ii) solicited, accepted or received any money or other advantage that could constitute a bribe or (iii) given, promised to give or authorised the giving of anything of value to any Public Official (as such term is defined in the applicable Anti-Bribery Laws) in contravention of the applicable Anti-Bribery Laws.

10.1.7. The Consultant, has conducted its business in compliance with applicable Anti-Bribery Laws and has instituted and maintained policies, procedures and systems designed to ensure, and which are reasonably expected to continue to ensure compliance with such Anti-Bribery Laws, including the maintenance of complete and

accurate books and records and an effective system of internal accounting controls;
and

- 10.1.8. No investigation, proceedings or claim has been initiated against the Consultant or any member of the Consultant's Personnel or, to the knowledge of the Consultant, its Associated Persons or their directors, officers, employees or Associated Persons, by any governmental, administrative, judicial or regulatory body, authority or organisation in relation to any applicable Anti-Bribery Laws.
- 10.1.9. The Consultant shall indemnify and hold harmless and keep indemnified the Client (for itself, and for any member of the PIDG Group), its directors, officers, employees and agents from and against all and any liability or loss suffered or incurred in any jurisdiction by the Client or the PIDG Group, its directors, officers, employees or agents due to a breach by the Consultant, the Consultant's Personnel or its Associated Persons of any applicable Anti-Bribery Laws.
- 10.1.10. If any taxation authority in any jurisdiction brings into any charge to taxation any sum payable under the indemnity contained in this clause, the amount so payable will be increased by such amount as will ensure that the person to whom payment is made will retain, after deduction of the taxation so chargeable, the amount it would have retained had no such tax been payable.
- 10.1.11. In order that the Client may ensure its own compliance with the applicable Anti-Bribery Laws, the Consultant agrees, on reasonable notice, to allow the Client to inspect its anti-corruption policies, procedures and systems and, where necessary, to make any recommendations for improvement that may be found to be necessary. Such inspection is to be carried out as expediently as possible and with as minimum disruption to the business of the Consultant as possible.

10.2. Know-your-customer checks

- 10.2.1. The Consultant (and each member of the Consortium) shall promptly upon the request of the Client supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Client in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations.
- 10.2.2. If:
 - 10.2.2.1. the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Contract;
 - 10.2.2.2. any change in the status of the Consultant or member of the Consortium (or of a holding company of the Consultant or member of the Consortium) or in the composition of the shareholders or directors of the Consultant or member of the Consortium (or of a holding company of the Consultant or member of the Consortium) after the date of this Contract; or

10.2.2.3. a proposed assignment or transfer of any of rights and obligations under this Contract to a party that is not a party prior to such assignment or transfer,

10.2.2.4. obliges the Client (or, in the case of paragraph (iii) above, any prospective transferee or assignee) to comply with “know your customer”, anti-money laundering, anti-terrorist financing or similar identification procedures in circumstances where the necessary information is not already available to it, the Consultant (and where applicable each member of the Consortium) shall promptly upon the request of the Client supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Client (for itself or on behalf of any prospective transferee or assignee) in order for the Client or, in the case of the event described in paragraph (iii) above, any prospective transferee or assignee to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations.]

10.2.3. If the Consultant (and each member of the Consortium) fails to:

10.2.3.1. provide such documentation or other evidence required under the Clause 3; or

10.2.3.2. satisfy “know your customer” or other similar checks

10.2.3.3. the Client shall have the right to terminate the Contract with immediate effect.

11. Tax Evasion Facilitation Offence and Sanctions

11.1. The Consultant will not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the Criminal Finances Act 2017.

11.2. In the event that the Consultant, any of the Consultant’s Personnel or, where applicable, any individual or company or other legal entity which (whether directly or indirectly) owns or Controls the Consultant is or becomes subject to Sanctions, the Client shall be entitled at the Client’s absolute discretion and immediately to:

11.2.1. cease carrying out or suspend its obligations under this Contract; and/or

11.2.2. terminate this Contract.

12. Conflict of Interest

12.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

12.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any real, apparent or potential conflict together with recommendations as to how the conflict can be avoided.

13. Indemnity

13.1. The Consultant shall indemnify the Client against all direct liabilities, costs, expenses, damages and losses (the Losses) suffered or incurred by the Client other than any Losses attributable to the Client's negligence or wilful misconduct, arising out of or in connection with:

13.1.1. any claim brought against the Client for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services (excluding the Client Materials), other than a claim arising from the Client's use of the Service or the deliverables in breach of this Contract (including a combination or modification of Service or deliverables in breach of this Contract); and

13.1.2. any claim made against the Client by a third party arising out of, or in connection with a breach of this Contract by the Consultant.

13.2. This clause 13 shall survive termination of the Contract.

14. Insurance

14.1. During the term of the Contract and for a period of two years thereafter, the Consultant shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

15. Procurement

15.1. If applicable, all procurement of Equipment shall:

15.1.1. be undertaken in accordance with such procedures as may be agreed in writing by the Client;

15.1.2. achieve "Value for Money" and be conducted in a fully transparent manner;

15.1.3. be on the basis that the ownership in Equipment shall vest in the Client, and shall be so marked.

15.2. For the purpose of this Clause 15, "Value for Money" shall mean procuring at that price which will result in the lowest possible lifetime cost.

15.3. Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Consultant is not permitted unless PIDG Ltd gives prior written consent.

15.4. The Consultant shall keep an up to date inventory of the Equipment, its condition and location and make such inventory available to PIDG Ltd immediately on request.

15.5. Subject to Clause 15.6 the Consultant shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Consultant shall notify PIDG Ltd immediately the Consultant becomes aware of any loss of or damage to Equipment.

- 15.6. Except as required by law, the Consultant shall not insure Equipment. PIDG Ltd shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Consultant's negligence and provided the Consultant obtains and pays to PIDG Ltd such proper compensation as may be due from others.
- 15.7. The Consultant shall obtain PIDG Ltd's instructions on the disposal of Equipment and comply with such instructions.

16. Price/Fees

- 16.1. The components which comprise the Financial Limit are set out in the Section 4 (Schedule of Prices). No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in Section 4 (Schedule of Prices) are permitted without the prior written authority of the Client.
- 16.2. Any price or fees payable (as set out in Section 1 (Form of Contract) and Section 4 (Schedule of Prices)) are deemed to cover the cost of salary, leave allowances and bonuses of the Consultant's Personnel and all profit, taxes (excluding VAT), insurances, super-annuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations and overheads of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract, if any.
- 16.3. If the price or fees payable (as set out in Section 1 (Form of Contract) and Section 4 (Schedule of Prices)) includes any expenses of the Consultant to be reimbursed by PIDG Ltd, such expenses shall only be reimbursed if they are incurred in accordance with the PIDG Travel and Expense Reimbursement Policy and Procedures.

17. Deliverables and Deliverable Payments

- 17.1. After each Deliverable Completion Date, the Client shall pay the Deliverable Payment for that Deliverable in the corresponding Deliverable Payment Amount set out in Section 4 (Schedule of Prices), following delivery of a duly completed Invoice in accordance with Clause 18 (Invoicing Instructions).
- 17.2. The Consultant shall only commence each Deliverable:
- 17.2.1. in the case of the first Deliverable, after the Client provides it with a written notice to commence; and
 - 17.2.2. in the case of each subsequent Deliverable, after the Deliverable Completion Date of the immediately preceding Deliverable.

18. Invoicing Instructions

- 18.1. Unless otherwise expressly provided in Section 3 (Special Conditions) or Section 4 (Schedule of Prices), invoices should be submitted after a Deliverable Completion Date, to 'For the Attention of The Finance Team, The Private Infrastructure Development Group Ltd, 6 Bevis Marks, London, EC3A 7BA for payment by the Client and in accordance with the remainder of Clause 18.

- 18.2. The Client shall, unless otherwise expressly provided in Section 3 (Special Conditions) or Section 4 (Schedule of Prices), make payments due by direct credit. All invoices must contain details of the account to which payments are to be made.
- 18.3. Invoices should include the Consultant's form of letterhead, reference this Contract and bear an original signature. They should be numbered sequentially, dated and marked 'For the attention of Finance Team, The Private Infrastructure Development Group Ltd, 6 Bevis Marks, London, EC3A 7BA'. The final invoice presented in connection with this Contract should be endorsed "Final Invoice".
- 18.4. All invoices should contain details of reimbursable expenditure, if any, in accordance with Section 3 (Special Conditions) or Section 4 (Schedule of Prices) of this Contract.
- 18.5. Invoices for reimbursable expenditure if any shall be accompanied by evidence of expenditure satisfactory to the Client. The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this is not provided within a reasonable time.
- 18.6. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. the Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates

19. Payments

- 19.1. Subject to the Client being satisfied that the Consultant is or has been carrying out its duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 19.2. Payment shall be made in the currency of the Financial Limit to the account nominated by the Consultant. Reimbursable expenditure, if any, arising in a different currency shall, subject to the Financial Limit, be reimbursed in the currency of the Contract at the exchange rate stated on Oanda.com on the date on which the expenditure in question was paid for by the Consultant.
- 19.3. If the Client is not satisfied with the Consultant's performance of its duties, obligations or responsibilities under this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular duties, obligations or responsibilities with which it is not satisfied, together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon performance satisfactory to the Client or resolution of outstanding queries.
- 19.4. Should the Client determine after paying any amount under this Contract that the Consultant has not performed its duties, obligations or responsibilities satisfactorily, the Client may recover, or withhold from further payments, a proportionate amount until the position has been remedied to the Client's satisfaction.

FORCE MAJEURE AND TERMINATION

20. Force Majeure

Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the Party not affected may terminate this Contract by giving 30 days' written notice to the affected Party.

21. Termination

21.1. Without limiting or affecting any other right or remedy available to it, the Client may terminate the Contract:

21.1.1. with immediate effect by giving written notice to the Consultant if:

21.1.1.1. there is a change of Control of the Consultant;

21.1.1.2. the Consultant's financial position deteriorates to such an extent that in the Client's opinion the Consultant's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

21.1.1.3. the Consultant commits a breach of Clause 3 or 10;

21.1.1.4. the Consultant repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

21.1.1.5. the Consultant is in material breach of the Applicable Laws applicable to it;
or

21.1.2. for convenience by giving the Consultant two (2) months' written notice.

21.2. Without limiting or affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:

21.2.1. the other Party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

21.2.2. the other Party takes or has taken against it any step or action in connection with that party entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

21.2.3. the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

21.2.4. required in compliance with a formal direction made by a Regulatory Authority.

22. Consequences of termination

22.1. On termination of the Contract for any reason or on expiry, the Consultant shall immediately deliver to the Client all Deliverables whether or not then complete, and return all Client Materials. If the Consultant fails to do so, then the Client may enter the Consultant's premises and take possession of them. Until they have been returned or delivered, the Consultant shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

22.2. The Client shall, subject to Clause 18 (*Invoicing Instructions*) and Clause 19 (*Payments*):

22.2.1. in respect of a Deliverable which has been completed, pay to the Consultant, the corresponding Deliverable Payment Amount, promptly after the Deliverable Completion Date; and

22.2.2. in respect of a Deliverable which has commenced in accordance with Clause 17.2 but which has not been completed to the Client's satisfaction (acting reasonably), pay a proportionate share of the Deliverable Payment Amount which corresponds to the proportion of the Deliverable which has been satisfactorily completed at the termination date,

22.3. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

22.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

GENERAL PROVISIONS

23. Variations

No variation in the terms or scope of this Contract shall be effective without the Client's prior written consent. The Client shall have no liability in respect of work performed outside the Services set out in Section 2 (*Scope of Services*).

24. Assignment

The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

25. Confidentiality

- 25.1. The Consultant shall not (except in the exercise of its duties hereunder or to the extent required by Applicable Laws or pursuant to an order or request of a court or any other person or body of competent jurisdiction or any Regulatory Authority the requests of which the Party in question customarily complies) either during the continuance of this Contract or thereafter disclose any Confidential Information to any person not authorised by the Client to receive such information, and the Consultant will use its reasonable endeavours to prevent any such disclosure as aforesaid whether by any officer, employee or agent or subcontractor, Consultant's personnel, itself or by anyone else.
- 25.2. This restriction shall not apply:
- 25.2.1. to information that is available in the public domain, except where this is the result of the violation of this confidentiality clause (or the breach of confidentiality obligations of another person in circumstances whereby the relevant party should reasonably be aware that person was under a duty of confidentiality to another party);
 - 25.2.2. if non-disclosure would render the Consultant liable to legal or administrative sanctions;
 - 25.2.3. if the Client has given prior written approval to the disclosure
- provided that, if the Consultant reasonably determines that it is required to make any disclosure of any Confidential Information for any of the reasons described in this clause it will, prior to making such disclosure (where permitted by law), consult with the Client as to the disclosure requirement with a view to allowing the Client an opportunity to take such steps as are necessary to preserve the confidentiality of the information, including taking legal action or to seek to minimise the degree of information which must be disclosed.
- 25.3. The Consultant shall not, and shall procure that the Consultant's Personnel do not, use any of the Confidential Information received otherwise than for the purposes of this Contract.
- 25.4. The Consultant undertakes to restrict access to Confidential Information by the Consultant's Personnel to those individuals who have a genuine need of such access in order to provide the Services and shall ensure that such Consultant's Personnel are aware of, and comply with, the confidentiality obligations in this Contract.
- 25.5. To the extent not prohibited under Applicable Laws, the Consultant undertakes to notify the Client immediately when it becomes aware of any unauthorised access to the Confidential Information.
- 25.6. Neither during the term of this Contract nor after its termination shall either Party do or commit, or omit to do, any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other Party hereto or any director or officer thereof.

26. Security Requirements

- 26.1. The Consultant shall, and shall procure that the Consultant's Personnel shall, take all necessary steps to ensure that all data or information belonging to the Client which comes into its

possession or control in the course of providing the Services is protected in accordance with the Consultant's information security policies, and in particular the Consultant shall:

- 26.1.1. take all necessary precautions to avoid the introduction of any malware that could affect the Services and consequently the Client's systems and will take appropriate measures should it discover the existence of any malware of any kind;
- 26.1.2. conduct adequate IT security testing and install appropriate anti-virus systems;
- 26.1.3. take all necessary precautions to avoid the intrusion of any unauthorised persons or systems that could affect the Services and subsequently the Client's systems;
- 26.1.4. take all the necessary security measures regarding the Consultant's Personnel in order to avoid any unauthorised access to Confidential Information;
- 26.1.5. take appropriate measures should it note the existence of any viruses;
- 26.1.6. conduct adequate tests and ensure the level of traceability of access;
- 26.1.7. inform the Client immediately in the event of any third-party unauthorised access, of the introduction of malware, and any usage that does not comply with the scope of the Services;
- 26.1.8. take all necessary precautions at the infrastructure level in order to protect the integrity of the Confidential Information; and
- 26.1.9. implement, in the required timeframe, all necessary actions following the observation of a lack of security originating from an audit or permanent monitoring process.

27. Data Protection

- 27.1. The Client will collect and process information relating to the Consultant in accordance with the privacy notice on www.pidg.org.
- 27.2. The Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 27 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 27.3. The parties have determined that, for the purpose of the Data Protection Legislation, the Consultant shall process the personal data set out in Section 3 (*Special Conditions*) as processor on behalf of the Client.
- 27.4. Section 3 (*Special Conditions*) of this Contract sets out the scope, nature and purpose of the Processing by the Consultant, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- 27.5. The Consultant shall, in relation to any Personal Data processed:
 - 27.5.1. process that personal data only on the documented written instructions of the Client unless the Consultant is required by Applicable Law to otherwise process the Personal Data. Where the Consultant is relying on Applicable Law as the basis for processing the Personal Data, the Consultant shall promptly notify the Client of this before

performing the processing required by the Applicable Law unless the Applicable Law prohibits the Consultant from so notifying the Client on grounds of public interest. The Consultant shall immediately inform the Client if, in the opinion of the Consultant, the instructions of the Client infringes the Data Protection Legislation;

- 27.5.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Client Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate;
- 27.5.3. the pseudonymisation and encryption (including by way of password protection) of the Client Personal Data;
- 27.5.4. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- 27.5.5. the ability to restore the availability and access to the Client Personal Data in a timely manner in the event of a physical or technical incident; and
- 27.5.6. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- 27.5.7. ensure and procure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 27.5.8. promptly assist the Client in responding to any request from a data subject and in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Consultant shall promptly notify the Client if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of the Client Personal Data;
- 27.5.9. notify the Client without undue delay (and no later than 48 hours) after becoming aware of a Personal Data breach;
- 27.5.10. at the written direction of the Client, delete or return to the Client all the Client's Personal Data on termination or expiry of the Contract, and certify to the Client in writing it has done so, unless the Consultant is required by Applicable Law to continue to process that Personal Data, in which case the Consultant shall promptly notify the Client in writing of what that Applicable Law is and shall only be permitted to process that Personal Data for the specific purpose so-notified, and all other requirements set out in this Clause 27 shall continue to apply to such the Client Personal Data notwithstanding the termination or expiry of this Contract for as long as such Personal Data is processed by the Consultant. For the purposes of this Clause the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
- 27.5.11. maintain adequate records, and, on the Client 's request, make available such information as the Client may reasonably request, and allow for and submit its

premises and operations to audits, including inspections, by the Client or the Client's designated auditor, to demonstrate its compliance with the Data Protection Legislation and this Clause 27.

27.6. The Consultant shall not, without the prior written consent of the Client (and in any event subject to the Consultant providing the Client with reasonable evidence that such activity is being undertaken in full compliance with the Data Protection Legislation):

27.6.1. appoint or replace (or change the terms of the appointment of) any other processor in relation to the Client Personal Data or transfer any the Client Personal Data to the same; or

27.6.2. carry out, via itself or via any other processor, any processing of the Client Personal Data, or transfer any the Client Personal Data, outside of the United Kingdom, including processing the Client Personal Data on equipment situated outside of the United Kingdom.

27.7. Either Party may, at any time on not less than 30 days' notice, revise Clause 27 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

27.8. The Consultant shall indemnify and keep the Client indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by the Consultant of any Data Protection Legislation or its obligations under liability for losses arising from breaches under this Clause 27.

28. Limit of Liability

Save for payments due for the performance of the Services and reimbursable expenses in accordance with this Contract, the parties agree that the Client shall be excluded from all liability howsoever arising except for liability:

28.1. arising from death or personal injury caused by negligence of the Client;

28.2. arising from dishonesty or fraud;

28.3. that cannot be limited or excluded by law; and

28.4. breach of any obligation as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

29. Survival

Clauses 6, 7, 8, 13, 25, 26, 27, 28, 30, 31, 32 and 33 of this Section 6 and any relevant clauses listed under Section 3 (*Special Conditions*) shall continue in force following the termination of this Contract.

30. Notices

All notices or other communications to be given under this Contract shall be made in writing and by letter or email (save as otherwise stated) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched (in the case of email, unless the sender receives notification that the email has not been delivered), or seven (7) days after being despatched in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or email address specified in Section 1 (Form of Contract), or at such other address or email address as such Party may hereafter specify for such purpose to the other party by notice in writing.

31. Law and Jurisdiction

This Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by the laws of England and Wales.

32. Third Party Rights

No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.

33. Amicable Settlement

33.1. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract.

33.2. Any dispute, controversy or claim arising out of or relating to this Contract, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Contract or any non-contractual claims (whether in tort or otherwise), which the parties are unable to resolve pursuant to Clause 33.1 shall be referred to and finally determined by arbitration.

33.3. It is agreed that:

33.3.1. the arbitral tribunal shall consist of one arbitrator who is to be appointed by the Parties or, failing agreement by the Parties within 30 days of service of written notice by either Party to the other Party requesting agreement to the appointment of an arbitrator, the appointing authority shall be the London Court of International Arbitration ("LCIA");

33.3.2. if the Parties cannot agree on the arbitrator to be appointed, the appointing authority shall be the LCIA;

33.3.3. the seat of the arbitration shall be London;

33.3.4. the law governing this arbitration agreement shall be English law; and

33.3.5. the language of the arbitration shall be English.

33.4. The tribunal's award shall be final and binding. The Parties hereby agree to exclude all rights to seek a determination by the court of a preliminary point of law under section 45 of the

Arbitration Act 1996 and all rights of appeal on a point of law from any arbitration award under section 69 of the Arbitration Act 1996.

- 33.5. The Parties also agree to take steps to minimise the environmental impact of an arbitration initiated under this Contract. The Parties will raise this with the arbitrator and tribunal at the earliest opportunity and agree appropriate measures to be included in the first procedural order or equivalent step in the arbitration. When considering with the arbitrator and tribunal what measures should be adopted, the Parties will have regard to, the principles and measures set out in The Green Protocol for Arbitral Proceedings adopted by the Campaign for Greener Arbitrations (<https://www.greenerarbitrations.com/green-protocols/arbitral-proceedings>).