GENERAL TERMS AND CONDITIONS
FOR SERVICE PROVIDERS
(REV. 3.0)

1. GENERAL

1.1 The following terms and conditions set out the rights and obligations under which the Service Provider shall provide the Services to the Customer.

1.2 These terms and conditions must be read in conjunction with the terms and conditions of the Purchase Order and its annexures (if any). In the event that there is a conflict or ambiguity between the terms of the Purchase Order and these terms and conditions, these terms and conditions shall prevail, unless the Purchase Order expressly states otherwise and cites the provision of these terms and conditions that it takes precedence over. Together, these terms and conditions, the Purchase Order and the annexure to the Purchase Order, together with all other documents of the Customer that are referred to in these terms and conditions shall form one contract (hereinafter "**Contract**"), as amended from time to time. Customer and Service Provider are referred to individually as "**Party**" and jointly as "**Parties**".

1.3 Any other terms and conditions proposed or presented by the Service Provider in any offers, letters or any other document shall not be valid unless every single clause is expressly accepted in writing and signed by the Customer by means of specific and separate documentation. This Contract shall come into force from the Effective Date.

1.4 In this Contract, unless otherwise stated or unless the context otherwise requires, each capitalized term will have the meaning set forth below:

"**Acceptance**" means a written confirmation by the Customer to confirm part or all of the Services were rendered by the Service Provider to the satisfaction of Customer;

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;

"**AI Incident**" means any event or circumstance described in clause 4.37(g);

"**AI Output**" means any content, data, prediction, recommendation, decision, code, or other material generated by an AI System;

"**AI System**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments;

"**Applicable Anti-Money Laundering Laws**" has the meaning given to it in clause 17.6;

"**Bespoke Material**" has the meaning given to it in clause 9.1(b);

"Cloud Service Provider" means a Service Provider that offers a range of computing services, such as servers, storage, databases, networking, software, and analytics, over the internet;

"**Contract**" has the meaning given to it in clause 1.2;

"**Control**" in relation to an undertaking means: (a) the ownership or control (directly or indirectly) of more than 50 per cent of the fully diluted voting share capital of the undertaking; (b) the ability to direct the casting of more than 50 per cent of the fully diluted votes exercisable at general meetings of the undertaking on all, or substantially all, matters; or (c) the right to appoint or remove directors of the undertaking holding a majority of the voting rights at meetings of the board of directors on all, or substantially all, matters; (and "**Controlled**" shall be construed accordingly);

"**Customer**" means the party identified in the Purchase Order as the customer and beneficiary of the Services;

"**Data**" means any data excluding Personal Data generated from the Services or provided to Service Provider by Customer for the purposes of performing the Services. Data may include, but not limited to, probes, software, data analysis, algorithms, meters and indicator readings and financial calculations;

"**Data Processing Agreement**" means the data processing agreement available at https://www.helpag.com/legal/;

"**Digital Channels**" means the official websites of Customer, available at www.helpag.com;

"**Disaster**" has the meaning given to it in clause 21.1;

"**DRP-BCP**" has the meaning given to it in clause 21.1;

"**Effective Date**" means the earlier of the date of the Purchase Order and the date Service Provider provides any of the Services to the Customer;

"**Fees**" has the meaning given to it in clause 3.1;

"**FM Affected Party**" has the meaning given to it in clause 19.1;

"**FM Termination Notice**" has the meaning given to it in clause 19.4(a);

"**Force Majeure Event**" has the meaning given to it in clause 19.1;

"**Good Industry Practice**" means in relation to any undertaking and any circumstances, the exercise of such degree of skill, diligence, judgment, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

"**Intellectual Property Rights**" or "**IPR**" has the meaning given to in clause 9.5;

"KPIs" has the meaning given in clause 4.29;

"**KSA**" means Kingdom of Saudi Arabia;

"**Personal Data**" has the meaning given to it in Royal Decree No. M/19 of 9/2/1443 H (corresponding to 16 September 2021) (as amended or re-enacted from time to time);

"**Purchase Order**" means the purchase order issued by Customer detailing the Services to be provided by Service Provider to Customer and to which these terms and conditions relate;

"**Relevant Requirements**" has the meaning given to in clause 17.1(a);

"**Services**" means any material, goods, products, software or services described in the relevant Purchase Order to be provided by Service Provider to the Customer;

"**Service Provider**" means the party identified in the Purchase Order as the service provider of the Services;

"**SLA**": means service level agreements entered into between the Service Provider and Customer;

"**Term**" shall have the meaning given to in clause 2.1; and

"**VAT Laws and Regulations**" has the meaning given to in clause 3.10.

2. TERM

2.1 The term of the Contract shall commence on the Effective Date and end, unless terminated in accordance with the terms of the Contract, 30 days after the later of:

(a) the completion of all financial obligations of the Parties;

(b) the return of any confidential information to the disclosing Party from the recipient;

(c) the expiration of the warranty period; or

(d) the date of the issuance of the last Acceptance by Customer. (the "**Term**").

2.2 During the Term, Service Provider shall appoint a delivery lead representative. The delivery lead representative shall have sufficient delegated authority to make day-to-day decisions during the progress of Services without recourse to its head office and having full control of the Service Provider's personnel and Services delivery.

3. FEES

3.1 In consideration of the provision of the Services, Customer shall pay the fees set out in the relevant Purchase Order (the "**Fees**") upon the issuance of the relevant Acceptance by Customer based on the stage at which the Service Provider has fulfilled its obligations under this Contract.

3.2 The issuance of any Acceptance shall not release the Service Provider from any guarantees, representations, warranties, obligations, or other provisions of this Contract or under any law that expressly or by nature extend beyond and survive such acceptance.

3.3 Upon the issuance of the Acceptance by Customer, Service Provider shall invoice Customer for the Services rendered and accepted via relevant Acceptance in accordance with the invoicing term set forth in the Purchase Order.

3.4 All Fees shall:

(a) remain fixed during the Term without any change and irrespective of escalation of exchange rates, market conditions or any other event and nothing will be owed to the Service Provider as a Fees adjustment, notwithstanding the occurrence of any type of circumstances, including unpredictable ones, which, by affecting any costs, might justify an adjustment of Fees, in the absence of an express exception in the Contract;

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(b) be all-inclusive including, but not limited to, the cost of:

(i) all applicable government duties, levies, fuel surcharge, software, material, license, expenses, rights, documentation, license and any other reasonable expenses. required for the satisfactory completion of the provision of the Service to Customer's satisfaction;

(ii) all patent rights, copyrights, registered designs and any other intellectual property rights on or in respect of the use or ownership of the Service, or part thereof;

(iii) all licenses that may be required to export any deliverables (as part of the Service) from the country of origin in compliance with any applicable laws, rules and regulations in the KSA; and

(iv) the non-exclusive, irrevocable, perpetual, worldwide, fully paid-up, royalty-free right to install, use and copy (including by making copies for back up, disaster recovery and archive purposes) any software, material, work, deliverable, document provided by the Service Provider as part of the Service.

3.5 If any software, material, license, expenses, rights, documentation, license or service is not included in the Contract or in the relevant Purchase Order, but is essential for the satisfactory completion of the provision of the Service, Service Provider shall provide the same at no additional cost to Customer.

3.6 All invoices provided by Service Provider to Customer should state the account number and name of the bank to which funds shall be transferred in accordance with clause 3.12 below.

3.7 Payment shall be effected by means of bank transfer to the bank account number designated by the Service Provider. Any sums payable by the Service Provider to Customer under this Contract may be deducted from the Fees or any part thereof, as decided by Customer in its sole discretion.

3.8 Customer reserves the rights to withhold payment of such sums as is sufficient to cover the payment for repair/rectification in the event of claim/complaints raised by the authorities, Customer third parties, or Customer's customers due to the work carried out by the Service Provider.

3.9 If the Service Provider receives payments to which it is not entitled, it shall immediately return them to Customer together with a justification of such return within 7 days from receipt of payment and the relevant credit note where the invoice number related to the misdirected payment shall be mentioned.

3.10 All amounts payable under this Contract and relevant Purchase Order shall be exclusive of VAT and if any VAT amount has to be paid under this Contract by Customer, then Customer shall only make such payment upon receipt of a valid VAT invoice issued in accordance with VAT Law and Regulations. For the purpose of this Contract, "**VAT**" means any value added or similar consumption tax levied by the applicable value added tax laws and regulations or similar regulations in the KSA, including KSA Royal Decree No. M113/1438 (as amended) ("**VAT Laws and Regulations**"). VAT Laws and Regulations govern all documents including but not limited to tax invoice, debit/credit notes and others.

3.11 Customer shall settle undisputed invoice(s) as per the agreed credit terms from the Acceptance thereof along with other requisite documentation details.

3.12 Original invoices shall:

(a) detail bank account number to which payment shall be credited, and the Contract reference number; and

(b) be addressed to the legal Customer name to be certified along with the entire documents required by the Contract and in accordance with the Contract's provisions including, but not limited to, the Acceptance approved in writing by Customer.

3.13 The undisputed amounts of any invoices shall be due and payable by Customer to the Service Provider's nominated account 30 days from the date of receipt by Customer of a valid invoice, provided always that any documentation required by Customer in order to determine the accuracy of the invoices has been provided by the Service Provider

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4. PROVISION OF SERVICES, REPRESENTATION AND WARRANTIES

4.1 The Service Provider shall provide the Services in accordance with the terms of this Contract in compliance with any specifications, SLAs, standards, and delivery(ies)/completion date(s) for the provision of the Services set out in the relevant Purchase Order.

4.2 The Service Provider shall ensure that all their personnel have the necessary insurance, visas, and permits required to perform the work, in compliance with all local laws and regulations at the designated place of work.

4.3 The Service Provider shall render Services during the stipulated working hours as follows:

(a) Services delivery shall occur from 9 AM to 6 PM, Sunday to Thursday. These designated hours ensure a structured framework for service availability and support.

(b) In the event of critical priority issues outside of regular working hours, the Customer is authorized to contact the Service Provider for resolution and support. The Service Provider shall ensure that urgent matters are addressed promptly, maintaining the integrity and continuity of services.

4.4 The Service Provider is required to share its escalation matrix, detailing the hierarchical levels and contacts for each level, in the event of escalations being deemed necessary. This information ensures clarity on the escalation process and facilitates prompt resolution of escalated issues.

4.5 The Service Provider is obligated to inform the Customer in advance of any planned service windows or changes that may potentially impact the Services provided. This proactive communication is essential for minimizing disruptions and allows the Customer to make necessary preparations or adjustments as required.

4.6 The Service Provider must conduct background checks on the resources they hire. Additionally, the Customer reserves the right to conduct background checks on any personnel employed by the Service Provider who have access to Customer Data.

4.7 The Service Provider shall ensure that it has made its resources (staff) aware of their information security responsibilities with regards to the protection of Customer information in their custody.

4.8 The Service Provider shall ensure to periodically provide information security awareness to its staff on the protection of Customer's information.

4.9 The Service Provider shall be responsible for the safe custody of any devices / equipment provided for the delivery of tasks defined in the scope of this Contract and shall return them to Customer when no longer needed and/or upon termination of this Contract.

4.10 The Service Provider shall ensure that Customer information classification; handling and retention guidelines are followed during the period of engagement as well as upon its termination.

4.11 The Service Provider shall notify Customer in case of change of resources, leaves, and/or staff leaving Service Provider to ensure that any logical or physical access (if provided) is revoked in a timely manner.

4.12 All Customer premises (as applicable) are to be accessed securely, as per Customer's physical and environmental security policy and procedure.

4.13 All systems (as applicable) are to be accessed securely, as per Customer's access control, remote access, and password security policies.

4.14 The Service Provider resources/staff shall be responsible for the safe custody of credentials – usernames/ passwords/ tokens – provided (if any) for the delivery of tasks defined.

4.15 All transmissions of Customer classified information by the Service Provider shall be performed using a secure transfer method such as encryption, secure communication channels etc.

4.16 Service Provider staff shall ensure compliance with Customer mobile device usage policy if using Customer owned mobile devices such as laptops, mobile phones etc to access Customer information/systems.

4.17 The Service Provider shall ensure compliance with Customer physical and environmental security policy. As a minimum below controls shall be in place:

(a) ensure that a specific area in the facility has been allocated for the hosting/storage of Customer assets only;

(b) enforce appropriate physical access control perimeters for all physical access points to the facility;

(c) verify and ensure that only authorized employees are

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provided access to the facility and protected areas;

(d) maintain physical access logs and make them available if required;

(e) implement adequate protection controls against environmental threats, such as fire, floods etc.;

(f) ensure that fire suppression and detection systems are in place and maintained;

(g) monitor and control continuously the delivery and loading areas;

(h) maintain asset movement logs and make them available if required;

(i) conduct proper maintenance, testing and assessment periodically over all implemented environmental and physical protection controls of the facility;

(j) ensure that access to Customer assets is controlled and granted on a need to know basis and is following a proper authorization process; and

(k) in general, ensure that the Services are rendered in compliance with all health and safety regulations applicable in the KSA, and take all necessary measures to that effect.

4.18 The Service Provider shall comply with all applicable laws in the KSA, including:

(a) all applicable sustainability and environmental laws and regulations, including the Environmental Law, Royal Decree No. M/165 dated 19/11/1441H (10 July 2020**)**, approved by Council of Ministers Resolution No. 729 dated 16/11/1441H, and its executive regulations; and

(b) Royal Decree No. M/51 September 27, 2005 (as amended and updated) and its implementing regulations, including in relation to child labour, forced labour, non-discrimination and harassment.

4.19 The Service Provider shall ensure that any products or components provided under this Contract do not contain minerals sourced from regions associated with armed conflict and human rights abuses, and shall adhere to internationally recognized standards and best practices, such as the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

4.20 The Service Provider shall deploy resources for the provision of the Services with security clearance as instructed and advised by Customer.

4.21 Customer reserves the right to log and monitor any activities performed by the Service Provider on a periodic or as needed basis and hold them liable for any violation of Customer's information security policies.

4.22 The Service Provider acknowledges and agrees that it has been supplied with all information and requirements needed to provide the Services in accordance with this Contract and has determined such information to be appropriate for the performance of its obligations under this Contract.

4.23 The Service Provider shall at all times:

(a) keep itself fully informed of Customer's requirements for the Services;

(b) consult regularly with Customer when performing the Services;

(c) promptly notify Customer of any project delay, Service deficiency, risks or issue identified by the Service Provider;

(d) provide updates or reports on the progress of the provision of the Services and submit deliverable(s) (if required) to Customer for review and approval; and

(e) if Service Provider at any time has reason to believe that an agreed delivery/completion date will be delayed, or that a part or whole of the Services does not comply with the agreed service level, Service Provider shall promptly notify Customer in writing indicating the anticipated period of delay, or the Services performance deficiency or the differing scope of work providing a short description of the reasons and remedies. However, the completion date shall not be extended unless the reason and the extension period have been agreed by Customer.

4.24 If the Service Provider fails to duly provide the Services to the Customer's satisfaction on or before the agreed delivery date, the Service Provider shall pay to Customer as and by way of liquidated damages resulting from the delay, the aggregate sum of one percent (1%) of total contracted price for the provision of the Services for each week, and pro-rata for parts of week, for delay beyond the specified delivery date, subject to a maximum of ten percent (10%) of the total contracted price for the Services.

4.25 Any liquidated damages chargeable to the Service Provider shall be deducted from the invoice amounts submitted by the Service Provider for payment, without prejudice to Customer's rights for termination under the Contract. The Parties acknowledge that the primary purpose of this Contract is to deliver the Services to Customer. As a result, Customer has a legitimate business interest in Service Provider achieving the contracted scope on or before the agreed delivery date and any failure by Service Provider to do so will have a detrimental effect on Customer's business processes. Service Provider agrees that such liquidated damages are agreed compensation and not intended to constitute a penalty, and the Parties agree that such liquidated damages are commercially justifiable and constitute a genuine estimate of the foreseeable damages of Customer as such liquidated damages are not disproportionate to the losses of Customer arising because of Service Provider's failure to achieve the contracted scope on or before the agreed delivery date.

4.26 The payment of liquidated damages shall not relieve the Service Provider from the obligation to complete the Services or from any other liabilities or obligations under the Contract or from meeting performance requirements.

4.27 The Service Provider shall promptly inform the Customer in the event of any cybersecurity or business continuity incidents. Notification shall be facilitated by sending an email to compliance@helpag.com, ensuring timely communication and collaboration for the resolution of such incidents.

4.28 The Service Provider represents and warrants that the Services are at all times performed:

(a) with the exercise of the skill, care, diligence, prudence, foresight and judgement which would be expected from a suitably skilled, trained and experienced person operating in accordance with Good Industry Practice;

(b) in accordance with highest technical standards and best applicable practices in accordance with any relevant law and Service's requirements set out in the Contract and in the relevant Purchase Order;

(c) with due care and in a timely manner and shall be free from defect in design and implementation and shall conform with all the specifications agreed with Customer. Service Provider shall, without additional charge to Customer, correct any such defect and make such additions, modifications, or adjustments to the Services as may be necessary to operate as reasonably required under this Contract; and

(d) in compliance with all the applicable laws, regulations and industry standards.

4.29 As deemed necessary, the Customer reserves the right to identify a set of Key Performance Indicators ("**KPIs**") that the Service Provider must adhere to and report on regularly. The Customer shall actively monitor the Service Provider's achievement of these KPIs to ensure alignment with agreed-upon service levels and performance expectations.

4.30 Where the Service Provider provides software or an AI System as a service, Customer shall receive detailed information regarding the hosting location, architecture, information exchanges, availability and other material technical arrangements relating to that service.

4.31 Cloud Service Provider shall ensure that appropriate cloud security controls are implemented, and respective details shall be provided to Customer for review.

4.32 Cloud Service Provider shall ensure that adequate measures and processes are in place to support data portability in case Customer decided to move its Data and/or Personal Data.

4.33 Any data collected by Cloud Service Providers should reside in the same country where it was originally collected. If this is not feasible, the Cloud Service Provider must clearly disclose the locations where the data will be stored and processed. This information must be documented and maintained by the Customer.

4.34 Software delivery Service Providers shall follow secure coding guidelines, for software/application development such as Open Worldwide Application Security Project (OWASP) top 10 but not limited to:

(a) Input and output validation

(b) Confidentiality of data

(c) Integrity of data

(d) Security controls while processing of information.

(e) Error handling

(f) Syntax validation

4.35 The Service Provider shall grant the customer ownership of the source code, documentation (including, but not limited to, user guides, architecture/design documents, deployment procedures, etc.), or any other related produced artifacts for any outsourced or contracted software development work. These deliverables must be provided as part of the project deliverables before or by the end of the project delivery and must be verified for a successful project handover.

4.36 Customer's compliance department reserves the right to conduct third party risk assessment (where necessary). The Service Provider shall ensure to support and enable such activity when requested.

4.37 Artificial intelligence

(a) The Service Provider must not use or deploy any AI Systems to perform any of the Services, or any part thereof, without the prior written approval of the Customer. Any such approval may be subject to conditions and may be withdrawn by Customer at any time upon written notice. Any request for approval shall identify the relevant AI System and its provider, its intended use in the Services, any third-party model or service on which it relies, the categories of Customer Data and Personal Data (if any) to be processed, the relevant hosting and processing locations, its material known limitations, and the proposed human oversight and security controls.

(b) The Service Provider must not (i) input or upload any Personal Data, Customer Data or confidential information to any AI Systems, or (ii) use (or permit any third party to use) any Customer Data or confidential information to create, build, expand, train, fine-tune or otherwise develop any AI Systems, without the prior written approval of the Customer.

(c) Where Customer has approved the use of AI Systems, the Service Provider shall ensure that all AI Systems used in connection with the Services are deployed and operated in a responsible and ethical manner, in accordance with Good Industry Practice and any applicable ethical AI frameworks or guidelines issued by Customer from time to time.

(d) The Service Provider shall maintain an appropriate AI governance framework, including designated accountability for AI-related decisions. The Service Provider shall ensure appropriate human oversight of AI Systems used in the provision of the Services, including human review of material AI Outputs before they are relied upon by the Service Provider, or delivered to the Customer.

(e) In connection with any request under clause 4.37(a), and thereafter upon request, the Service Provider shall, upon request: (i) disclose the nature, capabilities, and known limitations of any AI Systems used; (ii) identify whether AI Systems are used in any aspect of service delivery; (iii) provide information regarding the training data, methodology, and testing applied to such AI Systems; and (iv) obtain Customer's prior written approval before implementing any material change to the AI System, its provider or underlying model, its intended use, training or fine-tuning, hosting or processing locations, or any other change materially affecting its functionality or risk profile.

(f) The Service Provider represents and warrants that any AI Systems approved for use under this Contract: (i) have been developed and trained in accordance with Good Industry Practice using appropriate, high-quality, and lawfully obtained training data; (ii) are designed and operated so as to produce AI Outputs that are accurate, reliable, and fit for the purposes for which they are used in the provision of the Services; (iii) incorporate appropriate measures to detect, prevent, and mitigate bias, discrimination, and unfair outcomes; (iv) comply with all applicable laws, regulations, and industry standards relating to artificial intelligence, including any AI-specific legislation, guidelines, or regulatory requirements applicable to the Service Provider; and (v) are subject to regular testing, monitoring, and validation to ensure continued performance, safety, and compliance.

(g) The Service Provider shall promptly notify Customer (and in any event within 24 hours after becoming aware) of any AI Incident, which shall include without limitation: (i) any material malfunction, error, bias, or hallucination in an AI System used in the Services; (ii) any security breach, unauthorized access, prompt injection, model poisoning, adversarial attack, or model extraction affecting an AI System; (iii) any regulatory investigation, enforcement action, or third-party claim relating to the AI System; or (iv) any event that may materially affect the accuracy, reliability, safety, or legal compliance of the AI System or its Outputs. Upon occurrence of an AI Incident, Customer shall have the right to require the Service Provider to immediately suspend, pause, or cease operation of the affected AI System until the issue has been investigated, remediated, and the Customer is satisfied that the AI System may safely resume operation. The Service Provider shall promptly and at its own cost: (i) investigate, mitigate and remediate any AI Incident, (ii) preserve all relevant logs and evidence, (iii) keep Customer informed of material developments, (iv) provide Customer with a written root-cause and corrective-action report, and (v) implement appropriate measures to prevent recurrence.

(h) The Service Provider shall use reasonable endeavours to minimise the environmental impact of any AI Systems used in the provision of the Services, including with respect to energy and water consumption, and carbon emissions. The Service Provider shall, upon request, provide information to Customer regarding the environmental footprint of AI Systems used under this Contract.

(i) Where AI Systems are used in the provision of the Services, the Service Provider shall provide adequate training, user documentation, and operational guidance to Customer's personnel to ensure the safe and effective use of such AI Systems. The Service Provider shall remain fully responsible for the use, operation and Outputs of any AI System used in connection with the Services, including any third-party AI System, model, platform or service, as if such acts, omissions and outputs were those of the Service Provider itself. The Service Provider shall not permit any third-party AI provider to access or process Customer Data, Personal Data or confidential information without Customer's prior written approval and without imposing written obligations on that third party that are no less protective than the applicable obligations under this Contract.

5. DEFECTIVE SERVICES

5.1 If Customer considers that the performance of all or part of the Services by the Service Provider is not in accordance with this Contract or is defective, then Customer may, by notice to the Service Provider, require the Service Provider to correct such defect. The Service Provider shall, within the period specified in any such notice (or if no time period is specified, within a reasonable time), perform again, at its sole risk and cost, any such Services until the Services are reasonably satisfactory to Customer.

6. COMPLIANCE WITH POLICIES LAWS AND CUSTOMS DUTIES

6.1 The Service Provider and its personnel shall comply with the

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Customer's information security policies and procedures and Good Industry Practice during the engagement period to ensure confidentiality, integrity and availability of information and Services. Such information security policies may be provided upon written request of the Service Provider to Customer and may be advised and instructed by the Customer.

6.2 The Service Provider shall, in performing its obligations under this Contract:

(a) give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals required in order to perform its obligations under this Contract; and

(b) at all times, comply with all applicable laws.

6.3 The Service Provider shall indemnify and hold Customer harmless against and from the direct consequences of any failure to comply with the foregoing provisions of clauses 6.1 and 6.2.

6.4 Customer reserves the right to refuse admission to any Service Provider personnel who does not comply with all applicable laws, and all Customer security policies made available on the Digital Channels which may be amended from time to time.

(a) Service Provider shall comply with all requirements of Customer's prescribed import procedures as may be revised from time to time, and shall mark "FOR CUSTOMER" all Service Provider products and material to be imported which shall be shipped in the name of the Service Provider, as consignee;

(b) incorporate the relevant Contract number in the bill of lading/airway bill and invoice;

(c) forward to Customer all particulars and details of every consignment with copies of the shipping documents as Customer may require in sufficient time for Customer to give instructions regarding clearance and duty exemption; and

(d) Customer will advise the Service Provider as to the document which the local customs authorities require for import of Service Provider products and material. Service Provider will deliver to Customer such documents as early as possible, but not less than 14 days before the arrival of such Service Provider products and materials.

6.5 Customer will not entertain any requests for temporary customs duty exemption. The Service Provider shall deal with and address such requests directly to the relevant KSA customs authorities.

7. AUDIT RIGHTS

7.1 Customer shall have the right to appoint an independent third party to review, upon written request and during normal business hours, Service Provider's processes, books, records, and accounting practices involving transactions related to this Contract and to any relevant contract, schedule, annex or other legal document associated with this Contract.

7.2 Service Provider shall at least maintain complete records including but not limited to the cost of all products and materials, including services, which are part of the Services purchased by Customer and the work subcontracted to Service Provider third parties, and all relevant pay-roll costs, if any, for at least five (5) years from the expiration of this Contract. All records will be maintained in the manner to be readily audited.

7.3 On notice from Customer where possible, Service Provider shall provide Customer or any of Customer's regulators or other regulatory bodies with access to and provide any assistance that may be required to perform audits or inspections of the Services where such audit is necessary for Customer's regulatory compliance. If Service Provider is notified of any non-compliance with any law or audit requirement by Customer or its regulator, Service Provider shall promptly take any action necessary to comply with such requirements and shall bear all the costs incurred for any such compliance.

7.4 Without prejudice to the foregoing, Customer shall have the right to audit the Service Provider's use of AI Systems, including the right to: (a) inspect and assess the AI Systems governance framework, policies, and procedures of the Service Provider; (b) review logs, records, and documentation relating to AI System performance, testing, and monitoring; (c) require the Service Provider to demonstrate compliance with the AI-related provisions of this Contract; and (d) engage independent third-party experts to conduct AI-specific assessments, including bias audits, security testing, and performance evaluations. The Service Provider shall provide full cooperation and access to facilitate any such audit.

8. CONFIDENTIALITY

8.1 Service Provider undertakes to keep in confidence any information disclosed or divulged or passed on to the Service Provider by Customer, including any information relating to a Customer's operations, processes, plans, intentions, know-how, designs, trade secrets, software, market opportunities, customers and suppliers. The Service Provider shall not disclose the same to anyone without the prior written permission of Customer except on a need-to-know basis to its personnel engaged by the Service Provider for the provision of the Services.

8.2 The Service Provider shall implement technical and organizational controls reasonably necessary to prevent unauthorized use, disclosure, loss, acquisition of, or access to the Customer information.

8.3 The Service Provider shall not use Customer's name, brand or logo, disclose the existence of this Contract, or make any commercial use of the Customer's information or use the same for the benefit of itself or any third party.

8.4 At the request of Customer, the Service Provider shall return to Customer all documents and materials (and all copies thereof) containing Customer's confidential information, erase all such confidential information from its computer systems (to the extent possible) and certify in writing to Customer that it has complied with the requirements of this clause 8.

8.5 In the event of a confidentiality breach by the Service Provider, the Customer reserves the right to pursue legal action and to apply for injunction reliefs or other equitable reliefs for any such breach or threatened breach. The Service Provider shall be held accountable for any resulting damages and is obligated to bear the costs associated with rectifying and mitigating the impact of the breach on the Customer's confidentiality.

8.6 Notwithstanding anything in this Contract, in case of any such confidentiality breach, the Service Provider shall pay to Customer as and by way of liquidated damages resulting from the breach, damages equal to one percent (1%) per day of the total contracted price for the Services, calculated from the date on which the Service Provider first breaches its confidentiality obligations until the date on which such breach, if capable of remedy, is effectively remedied by the Service Provider to the Customer's satisfaction. Where the breach is not capable of remedy, the Service Provider agrees to pay to the Customer damages equal to fifty percent (50%) of the total contracted price for the Services.

8.7 Any liquidated damages chargeable to the Service Provider shall be deducted from the invoice amounts submitted by the Service Provider for payment, without prejudice to Customer's rights for termination under the Contract. Service Provider agrees that such liquidated damages are agreed compensation and not intended to constitute a penalty, and the Parties agree that such liquidated damages are commercially justifiable and constitute a genuine estimate of the foreseeable damages of Customer as such liquidated damages are not disproportionate to the losses of Customer arising because of Service Provider's breach of its confidentiality obligations.

8.8 The obligations of confidentiality contained in this clause 8 shall survive the expiry or termination of this Contract.

9. INTELLECTUAL PROPERTY AND CUSTOMER DATA

9.1 INTELLECTUAL PROPERTY

(a) Each Party shall retain exclusive ownership of all Intellectual Property Rights owned by such Party as at the date of this Contract or otherwise produced by such Party outside of this Contract, including any enhancement thereto. The Service Provider grants Customer and its affiliates a royalty-free, irrevocable, non-exclusive, perpetual and transferable license to use any pre-existing Intellectual Property Rights contained in any materials, documents or deliverables provided by the Service Provider under this Contract provided always that such use should not extend to the commercial exploitation of the pre-existing Intellectual Property Rights.

(b) Except in relation to pre-existing Intellectual Property Rights, any Intellectual Property Rights created by the Service Provider in the performance of the Services (including through the use of AI Systems) ("**Bespoke**

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Material") shall, on creation, vest in Customer without further consideration and, from the date when the relevant rights vest in Customer in accordance with this clause 9.1(b), Customer grants the Service Provider a limited, royalty-free, revocable, non-exclusive and non-transferable licence to use and permit its subcontractors to use the Intellectual Property Rights in the Bespoke Material for the sole purpose of providing the Services to Customer.

(c) Except as set out in this clause 9, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party and nothing in this Contract shall give rise to any obligation to convey such rights.

(d) If any Intellectual Property Rights in any Bespoke Material do not vest in Customer automatically under clause 9.1(b), the Service Provider shall provide Customer, at their request, all assistance (including procuring the assistance of its personnel, its sub-contractors and the sub-contractor personnel) in executing all documents and doing all things necessary to perfect Customer's ownership of right, title and interest in and to the Bespoke Material, including (i) formally assigning those rights into Customer's name; (ii) transferring (as applicable) registration of those rights into Customer's name; and/or (iii) not purport to encumber, sell, license or do anything which would otherwise be contrary to Customer's license of such Intellectual Property Rights.

(e) Until such time as the Intellectual Property Rights in the Bespoke Material have fully vested in Customer in accordance with the terms of this Contract, Service Provider grants, or shall otherwise procure that Customer are granted an exclusive, irrevocable, and otherwise unrestricted license to use, modify, adapt, distribute, create derivative works from, exploit and otherwise exercise all such Intellectual Property Rights in and to the Bespoke Material.

(f) Service Provider shall procure the assignment of all rights, title and interest in any Bespoke Material created by its sub-contractors or other Service Provider's personnel for or on behalf of Customer, from those persons to Customer.

(g) To the maximum extent permitted by applicable law, the Service Provider shall, or shall otherwise procure, that all moral rights that subsist in the Bespoke Material and materials by the relevant author and any broadly equivalent rights such author may have in any territory of the world are waived.

(h) For the avoidance of doubt, where AI Systems are used in the performance of the Services, all Intellectual Property Rights in any AI Output generated using Customer Data, Customer confidential information, Customer Intellectual Property Rights or Customer-provided inputs shall vest in Customer on creation and, to the extent they do not vest automatically, the Service Provider hereby assigns, or shall procure the assignment of, such rights to Customer. The Service Provider shall obtain and maintain all rights, licences and permissions necessary to enable Customer to use, reproduce, modify, adapt and exploit such AI Output for the purposes contemplated by this Contract without additional fees or third-party restrictions, except to the extent expressly disclosed to and accepted by Customer in writing. The Service Provider shall have no rights in such AI Outputs except as expressly licensed by Customer.

9.2 Service Provider hereby confirms that:

(a) all Bespoke Material are the original work of the relevant author, and have not been copied from any other work or material; and

(b) the authors of the Bespoke Material were at all material times employed by the Service Provider or its sub-contractor, and the Bespoke Material was created in the course of their employment with the Service Provider or such sub-contractor; or

(c) the authors were engaged by the Service Provider, or a sub-contractor on behalf of the Service Provider, to create the Bespoke Material (or part of them) and in each case will assign the Intellectual Property Rights in the Bespoke Material to the Service Provider or a sub-contractor (as applicable); and

(d) neither the Service Provider nor its sub-contractor has licensed or assigned any rights of any nature in the Bespoke Material to any third party.

9.3 Where applicable, the Service Provider shall provide to Customer the source code for all Bespoke Material. The source code for the Bespoke Material shall be provided to Customer without any pre-condition. Source code for operating system and application software shall also preferably be provided to Customer for safe custody.

9.4 In the performance of its obligations which the Service Provider provides or makes available relating to any of Customer's products, software (including third party software), materials, tools and methodology that are proprietary to the Service Provider or licensed to the Service Provider by third parties as part of the Services, Service Provider shall grant (or shall procure the right to grant) to Customer an unlimited, non-exclusive, irrevocable royalty free and transferable license to use such products, software (including third party software), materials, tools and methodology as part of the Services or of any modification, improvement or enhancement thereof.

9.5 For the purpose of this Contract, "**Intellectual Property Rights**" ("**IPR**") means all rights in relation to patents, copyright, designs, trademarks, trade secrets, know-how, goodwill, semiconductor or circuit layout rights, business or company names, confidential information, database rights and all other intellectual property as defined in clause 2 of the Convention establishing the World Intellectual Property Organization of July 1967, including without limitation any right to register those rights, whether created before, on or after the date of this Contract, existing in any country and in all cases for the duration of those rights. These IPRs may be:

(a) owned by Service Provider or developed by Service Provider independently of its obligations under this Contract which are used in the provision of Service Provider's services under this Contract; or

(b) all works and other resources provided by Customer, or otherwise developed by Customer under this Contract, and all other intellectual property rights which are owned by, or vest in Customer, including (but not limited to) Customer and its customers/third parties' confidential information, Customer information technology materials and/or defined training content and methodologies, Customer documentation which includes but is not limited to processes, procedures and policies, Customer Data, Customer services, or any other services of Customer whether existing as at the date of the relevant Purchase Order or arising at some time in the future.

9.6 **CUSTOMER DATA**

9.7 Service Provider acknowledges and agrees that all Intellectual Property Rights in the Data are owned by Customer and/or Customer's customers and Service Provider shall treat all Data as confidential information for which the provisions of clause 8 (Confidentiality) herein shall apply.

9.8 The Service Provider shall only use, store, disclose, or access data in accordance with, and only to the extent needed to provide services to the Customer, and in full compliance with all applicable Information Security related laws and regulations and Customer Information Security Policies and Procedures.

9.9 Without prejudice to clause 4.37, the Service Provider shall not use any Customer Data, Customer Personal Data, Customer Intellectual Property Rights or Customer confidential information as training data, fine-tuning data, or input for the development, improvement, or validation of any AI System without the prior written consent of Customer. Upon termination or expiry of this Contract, all Customer Data and Personal Data (including any data processed by AI Systems) shall be returned to Customer in a usable, machine-readable format free from corruption, and permanently deleted (to the extent possible) from all AI Systems, models, and databases of the Service Provider. Where permanent deletion from an AI model is not technically possible, that limitation must have been disclosed to Customer before the relevant Customer Data was used in connection with that model, and the Service Provider shall implement such measures as Customer reasonably requires to prevent any further use, access, retrieval or exposure of that Customer Data.

9.10 Customer shall provide Service Provider with access to such Data on a need-to-know basis and Service Provider shall not, nor shall it permit any legal claim on the Data whether for Service Provider or any third-party benefit.

9.11 Service Provider shall promptly provide to Customer, at any time,

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complete copies of all Data in Service Provider or Service Provider third party's possession upon Customer's request and Service Provider warrants to Customer that:

(a) the information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases operated by Service Provider are in good working order, use the latest versions of anti-virus software available from a reputable industry accepted anti-virus software vendor and comply with industry standards with respect to security including, without limitation, PCI DSS (if applicable), ISO/IEC27001 and ISO 42001 (if applicable);

(b) it has implemented and maintained sufficient controls, policies, procedures, and safeguards to maintain and protect the integrity, continuous operation and security of the Data; and

(c) its personnel are trained in cybersecurity and Information Technology (IT) risks and will not introduce any material bugs, errors, defects, trojan horses, time bombs, malware or other malicious material, either intentionally or unintentionally, into the Data.

9.12 Service Provider will arrange for the performance of a security audit by a third-party independent auditor which shall include a review of any of its IT systems and AI Systems forming part of the Services on a regular basis (and in any event at least (i) once in each year; and (ii) following any significant upgrade or change to its processes, IT infrastructure and computer resources). Service Provider will immediately address and resolve any significant risks on vulnerabilities that are identified by such audit and review.

9.13 The Service Provider undertakes that it shall not store any classified information for longer than is necessary for the purposes of exercising rights or carrying out its obligations under or in connection with this Contract.

9.14 **PERSONAL DATA**

9.15 To the extent that the Service Provider processes any Personal Data, it warrants that it shall comply with the Data Processing Agreement and applicable data protection laws.

9.16 The obligations of clause 9 shall survive the expiration or termination for whatsoever cause of this Contract.

9.17 **DATA ACCESS**

9.18 If the Service Provider operates as a Cloud Service Provider, the Customer shall have the explicit right, upon termination of the Contract, to access all structured and unstructured data maintained by the Service Provider. This access should be provided in an industry-standard format, facilitating seamless retrieval and transition of data in accordance with industry norms.

9.19 **DATA DELETION**

9.20 Upon the termination of the Contract, the Customer has the explicit right to request the deletion of all Data held by the Service Provider pertaining to the contractual engagement.

9.21 The Service Provider is obligated to promptly and securely execute the Customer's Data deletion request, ensuring that all relevant Data is expeditiously removed from their systems in compliance with applicable data protection laws and regulations.

10. OWNERSHIP

10.1 Title to all products and materials that are part of the Services shall transfer to Customer upon delivery to Customer. Risks to all products and materials that are part of the Services shall transfer to Customer upon payment for the Services by Customer.

10.2 Service Provider warrants as a condition of this Contract that it has, or will have, title to all products and materials and those products and materials are free and clear of all claims, liens, charges, encumbrances, or other security interests and that it has the ability to pass the same to Customer in accordance with this Contract. If, notwithstanding the foregoing, any such products and materials are subject to any claims, liens, charges, encumbrances or other security interests, the Service Provider shall discharge same at its own cost and if the Service Provider fails to do so, Customer may discharge the same and the costs incurred in doing so will be a debt due and payable from the Service Provider to Customer.

10.3 The obligations of clause 10 shall survive the expiration or termination for whatsoever cause of this Contract.

11. INDEMNITY

11.1 Service Provider shall indemnify Customer and its Affiliates and each of their employees, directors, officers, shareholders, agents and representatives (together the "**Indemnified Parties**" and each an "**Indemnified Party**") and keep them indemnified against all losses, costs (including court costs and attorney's fees), claims, demands, expenses and liabilities of any nature, arising from or relating to:

(a) any third-party claim made in respect of personal injury to and/or the death of any person whomsoever arising out of or in the course of or caused by the carrying out the contracted Services under this Contract;

(b) any third-party claim made in respect of any loss, injury and/or damage whatsoever to any property movable and/or immovable insofar as such loss, injury and/or damage arises out of or in the course of and/or by reason of the carrying out the contracted Services under this Contract;

(c) any defective products and/or claims made in respect of defective products as per clause 22;

(d) all actions or claims for infringement brought against Customer in respect of any Intellectual Property Rights made available to Customer by Service Provider pursuant to this Contract;

(e) any breach by Service Provider of any of its obligations, covenants, warranties or representations provided under this Contract;

(f) any breach or alleged breach of applicable data protection law;

(g) any failure by the Service Provider to perform the Services in accordance with this Contract and the applicable laws;

(h) negligence, fraud and/or wilful act/misconduct of the Service Provider or any of its personnel including fraudulent/illegal activities; and

(i) the Service Provider not holding a valid licence, authorization or otherwise to perform its obligations under the Contract, including any fines imposed by any government or relevant authority;

(j) any loss, damage, or liability arising from or in connection with the Service Provider's use of AI Systems in the provision of the Services, including without limitation any AI Output that is inaccurate, biased, discriminatory, or otherwise defective; and

(k) any infringement or alleged infringement of any third party's Intellectual Property Rights arising from or in connection with any AI System, its training data, or any AI Output.

12. LIABILITY

12.1 The total liability of the Customer arising under or in connection with any Contract is limited to one hundred percent (100%) of the total Fees under the individual Purchase Order in relation to which the claim arises. The total aggregate liability of the Customer in connection with this Contract shall not exceed the aggregate of such liability caps. This is provided always that neither Party excludes nor limits its liability in relation to:

(a) gross negligence, wilful misconduct, or fraud; or

(b) breaches of clauses 4, 6, 8 and 9 of this Contract.

12.2 If an Indemnified Party is entitled to indemnification under this Contract, the Indemnified Party will give Service Provider prompt written notice of the applicable claim (provided, however, that any delay in notification will not relieve Service Provider of its obligations under this Contract). Where a claim has originated from a third party, Service Provider shall use legal counsel reasonably satisfactory to the Indemnified Party to defend such claim, and the Indemnified Party will cooperate (at the Service Provider's expense) in the defence of the claim. In such cases, Service Provider will not consent to the entry of any judgment or enter into any settlement without the Indemnified Party's prior written consent.

13. INSURANCE

13.1 The Service Provider shall maintain such full and comprehensive insurance policies in respect of the Services as would ordinarily be required in accordance with Good Industry Practice and all applicable laws. Any insurance arranged under this clause shall be placed with an insurer duly authorised to conduct the relevant insurance business in the KSA in accordance with applicable

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law. However, Customer may at its discretion accept insurance policies from other competent insurance companies provided that such insurance policies meet all other requirements mentioned in this clause 13.

13.2 The Service Provider's compliance with the insurance requirements set out in this clause 13 shall not be construed as limiting the Service Provider's liability to Customer and other third parties.

14. ASSIGNMENT & SUBCONTRACTORS

14.1 Service Provider shall not have the right to subcontract, assign, and novate and/or unilaterally transfer or otherwise dispose in whole or in part of the benefits and obligations of this Contract to a third party without the prior written approval from Customer. However, Customer shall have the right to assign novate and/or unilaterally transfer this Contract in its entirety to any third party, including but not limited to an Affiliate or a third-party seeking to acquire some or all of Customer's business, without notice and without consent of the Service Provider.

14.2 Such approval shall not relieve the Service Provider of any obligation and liability under this Contract and the Service Provider shall remain fully responsible for all acts and/or omissions of all of its subcontractors.

14.3 Service Provider shall not change any subcontractors without the prior consent in writing of Customer. Such consent shall not relieve the Service Provider from any obligation under this Contract.

14.4 Notwithstanding the above, Service Provider shall be entitled to subcontract the activities to the Service Provider's Affiliates. In any case, such consent shall not relieve the Service Provider from any obligation under this Contract and the Service Provider shall remain solely responsible towards Customer for the provision of the Services.

14.5 In the event that the Customer approves subcontracting by the Service Provider, it is the responsibility of the Service Provider to communicate and ensure compliance with the information security, privacy, and business continuity requirements specified by the Customer. This includes sharing relevant policies, guidelines, and standards to guarantee alignment with the Customer's expectations and standards.

15. AMENDMENTS/VARIATION

15.1 Any change to or amendment of this Contract shall only be valid and effective if it is provided for in a written instrument duly executed by, or on behalf of, each Party.

16. TERMINATION

16.1 Termination for Breach

(a) Customer may terminate all or part of this Contract with immediate effect by written notice to the Service Provider, without the need for a court order, if one or more of the following occurs, where the Service Provider:

(i) becomes insolvent, bankrupt, goes into liquidation or administration or is subject to events of a similar nature;

(ii) suspends or abandons the performance of the Services or repudiates this Contract;

(iii) commits an irremediable breach of a material obligation under this Contract; and/or

(iv) commits a remediable breach of an obligation under this Contract irrespective of whether such breach is minimal or trivial in nature and failing to remedy the breach within 15 days starting on the day after receipt of written notice from the Customer requiring the Service Provider to remedy the breach.

(b) The termination of the Contract for breach shall not relieve the Service Provider from its obligations to perform the Services until the effective date of the termination, and does not affect the Customer's rights and remedies under this Contract, including accrued rights and remedies, at law or otherwise

16.2 Termination by Customer

(a) Customer may terminate or suspend at any time the Contract, in whole or in part, for convenience by giving 30 days written notice to the Service Provider with no additional charge or termination fee other than the payment for the Services rendered by Service Provider to Customer and accepted by Customer up until the date of such termination.

(b) In case of suspension or termination as per clause 16.2, Customer shall pay Service Provider for the Services completed and accepted by Customer up to the date the termination or suspension becomes effective.

16.3 In the event of contract termination, the Service Provider is obligated to return all assets provided by the Customer in their original state. This includes but is not limited to hardware, software, documentation, or any other materials furnished by the Customer for the purpose of service delivery. The return should be conducted promptly and in a condition comparable to the state in which they were received.

16.4 Upon termination of the Contract, the Customer shall promptly revoke all access rights granted to the Service Provider. This includes but is not limited to access to systems, networks, databases, and any other resources provided by the Customer.

17. ANTI-BRIBERY & ANTI-CORRUPTION

17.1 The Parties represent and warrant on behalf of themselves and their representatives (including its executive officers and directors) that:

(a) they have complied and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the KSA Royal Decree No. M/36 of 29 Dhu al-Hijjah 1412 (as amended), and any other anti-bribery and anti-corruption laws enacted by the KSA Cabinet and other relevant government authorities from time to time (collectively "**Relevant Requirements**") to the extent applicable to the Parties, or the terms or implementation of, this Contract;

(b) they have and shall maintain in place throughout the term of this Contract its own adequate policies and procedures that are aligned with the Relevant Requirements, and shall train their own employees on their policies and procedures, to ensure compliance with the Relevant Requirements, and will enforce their policies and procedures where appropriate; and

(c) they shall immediately and in any case no longer than 3 days report to the other Party any actual or suspected violations including any request or demand for any undue financial or other advantage of any kind that they receive in connection with the performance of this Contract.

17.2 Each Party or its auditors or representatives may at any time audit the other Party's compliance with this clause 17, and each Party warrants its full cooperation with any audit, or subsequent investigation of suspected violations, including but not limited to, the timely provision of all relevant information, records, documentation and evidence requested by the other Party.

17.3 Customer shall suspend payment of Service Provider invoices that are, or become, due at the start of an investigation into suspected violations of this clause 17, or that become due at any time during a period of 90 days thereafter.

17.4 Each Party represents and warrants that it and each of its Affiliates will refrain from engaging, whether directly or indirectly, in improper and/or illegal conduct, including money-laundering and terrorist financing; and will comply with Applicable Anti-Money Laundering Laws.

17.5 Notwithstanding any other provision of this Contract, breach of any of the provisions in this clause 17 is a material breach of this Contract for the purpose of clause 16 (Termination) and, without prejudice to any other right or remedy under this Contract or at Law, entitles either Party to terminate this Contract immediately in accordance with that clause.

17.6 For the purpose of this clause 17, "**Applicable Anti-Money Laundering Laws**" means any laws, rules, or regulations applicable to Customer or the Service Provider, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction, including the KSA Cabinet Decision No. 80/1439 (as amended) and its implementation regulations and guides.

18. CONFLICT OF INTEREST

18.1 Service Provider represents and warrants to Customer that it is neither engaged nor will it be engaged in any agreement, commitment, business or other work that may stand in conflict or in contrast with any of its obligations under this Contract to the extent such conflict cannot be managed by the Service Provider through appropriate confidentiality procedures. To the extent possible and allowable by law, the Service Provider will inform Customer of the existence of such conflict of

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interest and of the relevant procedures deployed to resolve such conflict of interest.

18.2 Service Provider represents and warrants to Customer that by undertaking any assignment under this Contract, any of the personnel deployed to work on this assignment have not placed or will not place themselves in a position of conflict of interest on account of staff's previous engagements, employment, and associations or other business relations or dealings.

18.3 Service Provider shall advise Customer and comply with its instruction if circumstances arise that may result in a conflict of interest.

19. FORCE MAJEURE

19.1 Force Majeure Events

(a) For the purposes of this Contract:

"**Force Majeure Event**" means, subject to clause 19.1 (b), the occurrence of any (or any combination of any) acts, events or circumstances, which (or any of the consequences of which) prevents a Party from or delays a Party in (such Party, the "**FM Affected Party**") performing any of its obligations under the Contract, where such acts, events or circumstances:
(A) are beyond the reasonable control of the FM Affected Party; and
(B) could not have been anticipated and could not have been prevented or overcome by the FM Affected Party acting as a reasonable and prudent contractor.
Force Majeure Events may include, but are not limited to, acts, events or circumstances of the kind listed below, so long as conditions (A) and
(B) above are satisfied and the FM Affected Party complies with clause 19.2:

- epidemics, natural disasters, acts of God;
- acts of war or insurrection, such as declared or undeclared war, civil war, uprising, invasion, armed conflict, act of foreign enemy, blockade, guerilla activity, riot, acts of terrorism.

(b) For the avoidance of doubt, the following acts, events or circumstances shall not constitute Force Majeure Events:

- breakdown or failure of equipment caused by a Party's failure to properly maintain its equipment or stock of spares in accordance with the standards of a reasonable and prudent contractor;
- changes in market factors, default of payment obligations or other commercial, financial or economic conditions;
- the ability of any Party to obtain better economic terms from a third party or
- acts, events or circumstances which could have constituted a FM Event but were as a result of or connected to Service Provider's breach of laws or contractual obligations.

19.2 Notification

(a) An FM Affected Party shall notify the other Party promptly upon becoming aware of the Force Majeure Event or the events or circumstances constituting the Force Majeure Event, the likely duration of such events or circumstances and their consequences on its obligations.

(b) After delivering a notice pursuant to clause 19.2(a), the FM Affected Party shall keep the other Party informed of material developments relating to the Force Majeure Event.

19.3 Legal effects

(a) The FM Affected Party, provided it has given valid notice in accordance with clause 19.2(a) (Notification), shall be:

(i) excused from the performance or punctual performance, as the case may be, of the notified obligations for so long as, and to the extent that, it remains a FM Affected Party due to the Force Majeure Event notified to the other Party in accordance with clause 19.2(a) (Notification), provided that the Service Provider, if it is the FM Affected Party, must still use best endeavours to comply with its obligations under clause 21.2; and

(ii) deemed not to be in breach of the Contract to the extent that such breach is caused by such Force Majeure Event.

(b) The FM Affected Party shall use best efforts to continue to perform its obligations under the Contract and to minimise the adverse effects of the Force Majeure Event.

(c) The FM Affected Party shall notify the other Party of the steps it proposes to take to minimise the effects of such Force Majeure Event, including alternative means for performance of its obligations under the Contract.

(d) The obligations of the non-FM Affected Party under the Contract shall be suspended to the same extent as those of the FM Affected Party (including for the avoidance of doubt payment obligations).

19.4 Termination for force majeure

(a) If the FM Affected Party is excused from the performance of any material obligation under the Contract for a continuous period of 30 days due to a Force Majeure Event, then the other Party may at any time thereafter, terminate this Contract by notice (a "**FM Termination Notice**") to the FM Affected Party.

(b) The FM Termination Notice shall specify the termination date, which shall be not less than 10 business days after the date on which the notice is given.

(c) Once a FM Termination Notice has been validly given, this Contract shall terminate on the termination date set out in the Notice.

20. STEP-IN RIGHTS

20.1 Where the Parties agree in the Purchase Order that this clause 20 shall apply, Customer shall have the right, on written notice to Service Provider, to take over or appoint a third-party service provider (who shall be bound by confidentiality provisions equivalent to those contained in this Contract) to take over, supervise or perform Service Provider's obligations if:

(a) Service Provider is in breach of this Contract or applicable law and such circumstances will cause Customer to be in breach of applicable laws; or

(b) Customer is instructed to do so by a competent regulatory authority.

20.2 Prior to exercising such step-in rights, Customer shall attempt to resolve the matter with Service Provider but shall not be prevented from urgently exercising such rights if required to do so for reasons of compliance with applicable laws or regulatory instructions.

20.3 The rights granted to Customer under this clause 20, include the rights to:

(a) access Service Provider's systems, records and personnel, to the extent reasonably necessary to take over performance of the relevant obligations;

(b) access Service Provider's premises and facilities to the extent reasonably necessary to take over performance of the relevant obligations; and

(c) take, or require Service Provider to take, any steps that Customer or an engaged third-party service provider reasonably believes are required in order to minimise the disruption to the business of Customer in relation to the relevant obligations.

20.4 In the event of Customer exercising its step-in rights, Service Provider shall cooperate with Customer (and its agents, representatives, and any third-party service providers) and provide the necessary assistance at no additional charge to Customer) to restore the relevant obligations as soon as possible. Any rights and licences granted to Customer pursuant to this Contract shall be automatically extended to Customer's agents, representatives and

any third-party service providers for the purposes mentioned in this clause 20.

20.5 The exercise by Customer of its step-in rights shall be without prejudice to its other rights or remedies.

21. DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

21.1 Where the Parties agree in the Purchase Order that this clause 21 shall apply, Service Provider shall develop and maintain a disaster recovery and business continuity plan ("**DRP-BCP**") in accordance with Good Industry Practice to ensure continuity in delivery of the Services if there is a disaster or prolonged service outage (a "**Disaster**"). As well as processes aimed at minimising disruption to the provision of the Services, such DRP-BCP shall also include an appropriate security incident response and threat management process in the event of a security breach. Service Provider shall ensure that it is able to implement the provisions

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of the DRP-BCP at any time in accordance with its terms. The DRP-BCP must, at a minimum:

(a) identify Service Provider's criteria and process for declaring a Disaster;

(b) identify reporting chains and individuals with responsibility for ensuring the implementation of the plan;

(c) set out continuity processes aimed at ensuring that disruption to the Services is minimised as far as possible;

(d) contain a process for informing Customer of the occurrence of a Disaster, its anticipated impact and likely duration; and

(e) be kept current and up-to-date in light of evolving risk factors of the Disaster.

21.2 On occurrence of a Disaster, Service Provider shall promptly implement its DRP-BCP, as applicable, with a target to restore services within 4 hours or less.

21.3 Service Provider shall provide a copy of the DRP-BCP to Customer on request and Service Provider shall test the DRP-BCP on a regular basis (and, in any event, not less than once in every 12-month period). Following each test of the DRP-BCP, Service Provider shall send a written report summarising the results of the test and shall promptly implement any actions or remedial measures which Customer considers to be necessary as a result of those tests.

21.4 Each of the Parties shall promptly notify the other if it becomes aware that there has been or there is likely to be a material disruption to the provision of the Services which might require the implementation of the DRP-BCP. Where such event occurs, without prejudice to the notification requirement, Service Provider must immediately implement the DRP-BCP.

21.5 The Service Provider shall support Customer business continuity and disaster recovery testing activities when and as needed.

21.6 The Service Provider shall support Customer in crisis management and invoke crisis communication to the targeted audience in the respective market when needed and as advised by the Customer.

21.7 Customer reserves the right to request the results of the business continuity and disaster recovery testing when needed.

21.8 The Service Provider shall provide Business Continuity awareness to their employees as needed and whenever possible.

22. PRODUCT LIABILITY

22.1 If any claim is made against Customer arising out of or in connection with the manufacture of or any defect in the products provided by Service Provider, the Service Provider shall immediately indemnify Customer against all damages or other compensation:

(a) awarded against Customer in connection with the claim;

(b) paid or agreed to be paid by Customer in settlement of the claim; and

(c) all legal or other expenses incurred by Customer in relation to the defence or settlement of the claim.

22.2 Customer shall notify the Service Provider as soon as practicable after becoming aware of the claim, and take all action reasonably requested by the Service Provider to avoid, compromise or defend the claim and any proceedings in respect of the claim, subject to Customer being indemnified and secured to its reasonable

satisfaction against all costs and expenses which may be incurred in doing so.

23. EXPORT CONTROL AND SANCTIONS

23.1 For the purposes of this clause 23 (Export Control and Sanctions) the following definitions apply:

(a) "**Affiliated Persons**" means any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Service Provider or same owner(s) and/or or agents, suppliers or other contractors of the Service Provider;

(b) "**Sanctions and Export Control Laws**" means the Sanctions Laws, the Export Control Laws and/or other equivalent laws and regulations of the United States (US), United Kingdom (UK), European Union (EU) and KSA;

(c) "**Blocked Person**" means, at any time, any person (i) whose property or interest in property is blocked by any Sanctions, (ii) designated as a target of asset freeze under Sanctions, (iii) with whom dealings are otherwise prohibited under Applicable Sanctions and Export Control Laws, or (iv) owned or controlled by any such person;

(d) "**Export Control Laws**" mean laws and regulations related to the regulation of imports, exports, re-exports, sale, resale, transfers, releases, shipments, transmissions, or any other provision or receipt of goods, technology, technical data, software, or services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities;

(e) "**Governmental Authorities**" mean any agency, office, bureau, department, or instrumentality of the national government of the US, EU, UK and KSA, that is responsible for administering and enforcing Sanctions and Export Control Laws;

(f) "**Item**" means hardware, software including source code, technology, documents, technical data, diagrams and services;

(g) "**Representatives**" means any third-party employed to act for or on behalf of Supplier including, without limitation, agents, contractors, sub-contractors and professional representatives;

(h) "**Sanctions Laws**" mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction; and

(i) "**Sectoral Sanctioned Entity**" means, at any time, any person subject to Sanctions administered or enforced by Governmental Authorities

23.2 The Service Provider acknowledges that any Items that it provides under the Contract may be subject, or become subject in the future, to the Applicable Sanctions/Export Control Laws of one or more jurisdictions (including without limit those of the US, EU, KSA, UK and any other jurisdiction in which it deals in Items), and shall not deal in, supply, deliver, broker or export any such Items without first obtaining all governmental licenses and approvals and making any notifications that may be required under such Sanctions and Export Control Laws.

23.3 The Service Provider agrees at all times to comply with all Sanctions and Export Control Laws in carrying out its responsibilities under this Contract. The Service Provider will not, in connection with any activities involving Customer (including all Affiliated Persons and representatives of Customer) or this Contract transfer any Item to, from, or through – either directly or indirectly – any country or person in violation of any Sanctions and Export Control Laws.

23.4 The Service Provider warrants and represents that neither Service Provider, nor any of its Affiliated Persons or Representatives, is a Blocked Person, Sectoral Sanctioned Entity, or otherwise sanctioned person/entity with whom dealings are prohibited or restricted under Sanctions and Export Control Laws.

23.5 The Service Provider shall notify Customer in writing as soon as possible if:

(a) the Service Provider, or any of its Affiliated Persons or Representatives, has become listed on any restricted parties list (including, without limitation, the US Department of Commerce's Denied Parties List and US Department of State's List of Debarred Parties) or becomes subject to any sanctions; or

(b) it becomes aware that any relevant Governmental Authority has initiated or will initiate any investigation or proceedings against the Service Provider, or any of its Affiliated Persons or Representatives, relating to an actual or potential breach of any Export Control Laws or Sanctions Laws in relation to its obligations under this Contract.

23.6 The Service Provider warrants and represents that it will not cause Customer to violate any Sanction and Export Control Laws.

23.7 The Service Provider will provide to Customer, prior to delivery of any Items that would be classified under applicable export controls, a schedule identifying in writing the export controls regime to which the Items are subject and the appropriate export controls classifications (e.g., export control classification numbers) with respect to each Item, in sufficient detail to enable Customer to ascertain any export control that may apply to Customer.

23.8 The Service Provider shall promptly and in any case no later than within 3 days notify Customer in writing of any suspected or confirmed violations or issues of non-compliance involving any Items provided to Customer.

Classification: Public

23.9 If Customer, acting reasonably, believes that the Service Provider, its Affiliated Persons or its Representatives breached or is likely to have breached any element of these Sanctions and Export Control clauses, Customer shall have the right to immediately conduct an appropriate audit into any such breach or potential breach, using its own resources and/or through independent third parties engaged by Customer, and shall withhold payments to the Service Provider during the period of any such audit. Service Provider, its Affiliated Persons or its Representatives shall at all-time cooperate fully and in good faith including the prompt provision of all relevant information, records and documents as Customer may reasonably require in order to facilitate and expedite the conduct of any such audit.

23.10 The Service Provider agrees to fully indemnify and hold harmless Customer and its representatives against any damages, costs, losses, liabilities, fines, penalties, and/or expenses (including attorneys' fees and expenses) arising out of and in connection with the Service Provider, its Affiliated Persons or Representatives non-compliance with these Sanctions and Export Control clauses, including violation or alleged violation of any Sanctions and Export Control Laws.

24. NOTICES

24.1 Any notice, communication or demand to be given or made by either Party to the other pursuant to the provisions hereof shall be made in writing addressed and sent to: Finance Division | finance.service.delivery@helpag.com

24.2 Invoices related to the Purchase Order shall be addressed and sent to: Order Management | orders@helpag.com

25. GOVERNING LAW & DISPUTE RESOLUTION

25.1 This Contract shall be governed and construed in accordance with the laws of the KSA.

25.2 Any disputes arising out of or in connection with this Contract shall be first referred by a written notice to the Parties' senior management representatives. The principles to be followed in the dispute resolution process are as follows:

(a) the Parties shall seek to resolve the problem, issues or disagreement at the lowest level possible with a limited need for escalation; and

(b) arbitration or any other form of formal dispute resolution, shall be pursued only as a last resort 30 calendar days from the receipt of the notice of the dispute from any Party to the Parties' senior management representatives.

25.3 If the Parties fail to resolve the dispute in accordance with the above procedure, the Parties hereby irrevocably agree that all disputes arising out of or in connection with this Contract shall be finally settled by arbitration administered by the Saudi Center for Commercial Arbitration in accordance with its rules. The seat, or legal place, of arbitration shall be the Riyadh, KSA. The arbitration proceedings and award shall be conducted and written in the English language.

26. THIRD PARTY RIGHTS

26.1 Other than as expressly set out in this Contract, nothing in this Contract creates legal rights for, or is enforceable by, any party other than Service Provider and Customer.

26.2 Notwithstanding any third party rights which are expressly provided for, the Service Provider and Customer shall not require the consent or adherence of any third party to any instrument executed in accordance with clause 15 (Amendments/Variation).

27. SURVIVAL

27.1 The provisions of clause 7. (Audit Rights), clause 8. (Confidentiality), clause 9. (Intellectual Property and Customer Data), clause 10. (Ownership), clause 11. (Indemnity) and clause 12. (Liability) and such other provisions that would by their nature or context be intended to survive the expiration or termination of this Contract shall so survive.

28. NO PARTNERSHIP OR AGENCY OR EMPLOYMENT

28.1 Nothing in this Contract (or any circumstances associated with it or its performance) is intended or shall operate, to:

(a) create a partnership or joint venture of any kind between the Parties (or any of them);

(b) create a relationship of employer and employee between the Parties or their personnel;

(c) authorise either Party to act as an agent for the other Party; or

(d) otherwise authorise either Party to act in the name or on behalf of or to bind the other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power).

28.2 Each Party shall not:

(a) claim it is, or hold itself out as, an agent for the other Party; or

(b) purport to act in the name of, or bind, or conclude a contract that is binding on, or make a statement for (in each case) the other Party (in each case) in relation to the subject matter of this Contract.

28.3 Each Party confirms and represents that it has not entered into this Contract as an agent for another person.

29. ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements (in each case) between them, whether in writing or oral in respect of its subject matter.

29.2 Each Party acknowledges that it has not entered into this Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Contract.

29.3 Each Party agrees that the only remedy in respect of any representations, statements, assurances and/or warranties (in each case) that are set out in this Contract will be for breach of contract in accordance with the terms of this Contract.

29.4 Nothing in this Contract purports to limit or exclude any liability for fraud.

30. SEVERANCE

30.1 If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Contract shall not be affected.

30.2 If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

31. WAIVER

31.1 No failure, delay or omission by either Party in exercising any right, power or remedy provided by the applicable laws or under this Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

31.2 No single or partial exercise of any right, power or remedy provided by the applicable laws or under this Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.

31.3 A waiver of any term, provision, condition or breach of this Contract shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

32. LANGUAGE

32.1 This Contract is drafted in the English language. The English language version of this Contract and any notice or other document relating to this Contract shall prevail in the event of any conflict, unless the document is a constitutional, statutory or other official document.

32.2 Any notice given under or in connection with this Contract shall be in English or accompanied by a certified English translation unless otherwise agreed by the Parties.

33. COUNTERPARTS

33.1 This Contract may be executed in any number of counterparts, each of which when executed shall be deemed to be a duplicate original, but all the counterparts shall together constitute the one agreement between the Parties.

33.2 No counterpart shall be effective until each Party has executed at least one counterpart.

Classification: Public