

## BLUEVOYANT STANDARD TERMS AND CONDITIONS

THE FOLLOWING STANDARD TERMS AND CONDITIONS APPLY TO ALL SERVICES PROVIDED BY BLUEVOYANT TO CLIENT PURSUANT TO THE PROPOSAL TO WHICH THEY ARE REFERENCED. BLUEVOYANT'S ACCEPTANCE OF ANY CLIENT PURCHASE ORDER IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THESE TERMS & CONDITIONS. NO TERMS OR CONDITIONS SET FORTH IN CLIENT'S PURCHASE ORDER OR IN ANY FUTURE CORRESPONDENCE BETWEEN CLIENT AND BLUEVOYANT (IN EACH CASE, TO WHICH NOTICE OF OBJECTION IS HEREBY GIVEN) WILL ALTER OR SUPPLEMENT THESE TERMS AND CONDITIONS UNLESS BOTH PARTIES HAVE AGREED IN WRITING TO MODIFY THESE TERMS AND CONDITIONS. BLUEVOYANT'S COMMENCEMENT OF PERFORMANCE WILL NOT BE DEEMED OR CONSTRUED AS ACCEPTANCE OF CLIENT'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS.

### 1. Interpretation

Whenever the words below appear in these terms and conditions, they shall have the following meanings:

1.1. **Agreement** means the Proposal, together with these Standard Terms and Conditions.

1.2. **BlueVoyant, our, we, or us** in these general terms means BlueVoyant LLC, any of its group companies, and in all cases any successor or assignee.

1.3. **BlueVoyant External Service Provider** or, in the plural **BlueVoyant External Service Providers** means any agent, consultant, expert, sub-contractor or other service BlueVoyant of any kind who is engaged by BlueVoyant for the purposes of the Engagement and is not a BlueVoyant Person.

1.4. **BlueVoyant Person** or, in the plural, **BlueVoyant Persons**, means any existing or future officer or employee of BlueVoyant.

1.5. **Client** or **you** means the entity named as the addressee in the Proposal to which these Standard Terms and Conditions are attached.

1.6. **Client Information** means any information, data, documentation or other materials in your possession, custody or under your control which we expressly state to be required by us or which can be reasonably considered to be required by us or be relevant to our performance of the Services.

1.7. **Engagement** means the engagement of BlueVoyant by the Client for the provision of the Services pursuant to the Agreement or any variation thereto agreed between the parties.

1.8. **Indemnified Party** or, in the plural,

**Indemnified Parties** means BlueVoyant, any BlueVoyant Person or any BlueVoyant External Service BlueVoyant.

1.9. **Intellectual Property Rights** means patents, trademarks, design rights, (whether registrable or otherwise), applications for any of these, copyrights, database rights, trade or business names and any other similar rights or obligations whether registrable or not in any country.

1.10. **Proposal** means a proposal, quote, order form, or purchase order in which these Standard Terms and Conditions are referenced.

1.11. **Services** mean the services provided or to be provided by BlueVoyant pursuant to the Proposal and any appendices thereto.

1.12. **Statements of Work** means the statements of work referenced in the Proposal.

### 2. Our Services

2.1. We will carry out the Services as set out in the Statements of Work.

2.2. We shall use reasonable care and skill in the provision of the Services.

2.3. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of the Proposal and will have no responsibility to you to update any advice, report or other documentary material we produce as part of the Services to take account of events or changes of circumstances which take place after the advice, report or other documentary material is provided to you.

2.4. Any statement of opinion, expectation or

forecast made by us does not amount to a warranty, determination or prediction of future events. The Services specifically do not include legal advice.

2.5. We reserve the right to decide the methodologies to be employed and which BlueVoyant Persons are to be used for the provision of the Services. We may in our discretion sub-contract some of the Services to BlueVoyant External Service Providers but, in the event we do so, we will have entered written agreements with them covering anti-corruption, confidentiality and data protections issues.

### 3. Client Assistance and Information

3.1. You will promptly provide us with all Client Information reasonably required to enable us to provide the Services, and ensure that all material disclosed to us which contains personal data is disclosed in compliance with applicable statutory and/or regulatory requirements and that all necessary consents have been obtained by you to enable us to use such material for the performance of the Services.

3.2. You will promptly provide us with access to personnel under your control whom we expressly state to be required by us or whom can be reasonably considered to be required to enable us to perform the Services.

### 4. Intellectual Property Rights, Ownership and Use of Materials

4.1. The Intellectual Property Rights in all materials provided, or otherwise generated during the course of carrying out the Engagement (including but not limited to methodology, software, know-how, working papers, reports, emails, letters and meeting notes), shall remain the property of BlueVoyant.

4.2. You agree to keep confidential any know-how, methodologies or technology used by us to carry out the Engagement.

4.3. We will retain ownership of the copyright in the work produced pursuant to the Agreement or in connection with the Engagement, whether oral or tangible, and the ownership of our working papers and all other associated materials.

### 5. Confidentiality

5.1. We will keep confidential all Client Information we receive as well as reports and other material produced by us pursuant to the Engagement unless:

5.1.1. you instruct or authorize us to disclose such information or documents; or

5.1.2. we are obliged to disclose such information or documents by law or in order to comply with any requirement of a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction, in which case we will comply with clause 6.1 below.

5.2. You agree to keep confidential all information relating to our business and affairs (including the terms of the Agreement) that we provide to you in connection with our Engagement or otherwise and not to reproduce or distribute any report, letter, document or other material produced by us pursuant to or in connection with the Engagement and provided to you (in whatever form) unless:

5.2.1. we authorize you in writing to disclose such information; or

5.2.2. you are obliged to disclose such information by law or in order to comply with any requirement of a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction, in which case you will comply with Clause 6.2 below.

### 6. Requests and Orders for information and Disclosure

6.1. If we and/or any BlueVoyant Person and/or any BlueVoyant External Service BlueVoyant receive a request or a witness summons, subpoena or similar compulsory process or other request from a third-party, including a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction for disclosure of any information or materials relating to the Engagement or Services (including Client Information), we will notify you as soon as practicably possible after we become aware of the same, unless we are prevented by law from so doing, and afford you an opportunity to contest such third-party actions.

6.2. If you receive a request or a witness summons, subpoena or similar compulsory process or other request from a third-party, including a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction for disclosure of any information or materials relating to the Engagement or Services, you will promptly notify us unless you are prevented by law from so doing and afford us an opportunity to contest such third-party actions.

6.3. You agree that nothing herein shall prevent or prohibit us or any BlueVoyant Person or any BlueVoyant External Service BlueVoyant from complying with any order of a body or court of competent jurisdiction, or a government or other official acting within his actual or apparent authority, for the production of documents or the provision of information.

## 7. Indemnity

7.1. BlueVoyant agrees at its sole cost and expense to indemnify Client (and its directors, officers, affiliates, agents, representatives, and employees) against all claims, damages, liabilities, losses, judgments, settlements and costs (including reasonable attorneys' fees, costs, and disbursements) arising out of or relating to this Agreement brought by third parties: (i) alleging BlueVoyant's gross negligence or willful misconduct; (ii) alleging that services provided by BlueVoyant to Client in statements of work infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party.

7.2. Client agrees at its sole cost and expense to indemnify BlueVoyant (and its directors, officers, affiliates, agents, representatives, and employees) against all claims, damages, liabilities, losses, judgments, settlements and costs (including reasonable attorneys' fees, costs, and disbursements) arising out of or relating to this Agreement (including claims that result directly or indirectly from Client's failure and/or alleged failure to comply with any and/or all applicable federal, state and local statute(s), rule(s), code(s) and regulation(s) (and case law implementing and/or interpreting same) relating in any way to the procurement and/or use of any Report or other

service provided by BlueVoyant to Client), unless and to the extent that such claims result from an act of BlueVoyant in breach of this Agreement, or to BlueVoyant's gross negligence or willful misconduct.

7.3. The above duties to indemnify are contingent on the party seeking indemnification notifying the party from whom indemnification is sought without delay of any such claim allowing the indemnifying party to control the defense and settlement of any such claim and reasonably and reasonably cooperating (at the indemnifying party's expense) with the indemnifying party in connection with the foregoing.

## 8. Exemption and Limitation of Liability

8.1. You agree that any conditions, warranties and other terms implied by statute or common law, which would or might subsist in your favor, are excluded from this Agreement to the fullest extent permitted by law.

8.2. Neither we, nor any BlueVoyant External Service BlueVoyant, shall be responsible for any delay in the performance of the Services where such delay is beyond our control (including, but not limited to your failure to provide, in a timely manner, any information required for the purposes of the Engagement).

8.3. Neither we, nor any BlueVoyant External Service BlueVoyant, shall be liable to you for any loss or damage suffered by you of any kind whatsoever arising from or in connection with the acts or omissions of any third-party, including but not limited to circumstances in which we have relied on information provided or published by third parties for the purposes of the provision the Services and such information is subsequently discovered by us to be inaccurate.

8.4. Neither BlueVoyant nor any BlueVoyant External Service Provider will be liable under any negligence, tort, strict or professional liability, contract or other legal or equitable theory for any claims, liabilities, losses or expenses relating to the Engagement or the services contemplated thereunder for: (a) an aggregate amount in excess of the fees actually paid by Client to BlueVoyant pursuant to this Agreement, except to the extent such liability is determined by a court of competent

jurisdiction in a final, non-appealable judgment to have resulted from BlueVoyant's gross negligence, fraud, or willful misconduct; (II) consequential, special, indirect, punitive or exemplary losses, damages or expenses, including without limitation damages for loss of data, loss of business profits, business interruption, costs of procurement of substitute goods, services, technology or rights, or other pecuniary loss; or (III) any matter beyond its reasonable control; in each case, even if BlueVoyant has been advised of the possibility of such damages

8.5. You agree that no claim under or in connection with this Agreement and/or the Services shall be brought against us, any BlueVoyant Person or BlueVoyant External Service BlueVoyant after the expiration of two (2) years from the date on which your cause of actions accrues.

## 9. Fees and Expenses

Details of our fees in respect of the Services together with any expenses, or details of how they will be agreed with you from time to time, are set out in the Proposal.

## 10. Payment

10.1. You agree to pay our fees, expenses and disbursements without any deduction whether by way of set off, counterclaim or otherwise, together with any taxes thereon, if applicable, as set out in the Proposal and these Terms and Conditions of Business.

10.2. If you fail to make any payment due under this Agreement by the due date for payment, then a late charge of one and one-half percent (1½%) per month (18% per annum) may be assessed on any invoice remaining unpaid for more than forty-five (45) days after receipt.

10.3. Any disagreement with or inquiries in relation to our invoices should be notified to us in writing within 21 days from the invoice date, after which time our invoices will be deemed to be agreed.

10.4. We reserve the right to suspend work and to retain all Client Information provided to us until all sums due to us are paid.

## 11. Reliance and Third-Party Rights

11.1. All information, reports, letters or other

documents issued or supplied by us are provided solely for the use and benefit of you and only for the purpose of the Engagement for which they were obtained or prepared. They must not be used or relied on for any other purpose or disclosed by you, in whole or in part, to any other person without our prior written consent, to which we may attach conditions. No responsibility is accepted for any reliance placed on them, other than for the purpose for which they were prepared.

11.2. Neither our advice nor any of the Services performed pursuant to the Engagement are intended, either expressly or by implication, to confer any benefit on any third-party and the liability of BlueVoyant and any BlueVoyant External Service BlueVoyant to any third-party is expressly disclaimed.

## 12. Termination

12.1. We may suspend the provision of Services where we consider that we have reasonable grounds to do so including but not limited to, failure by you to settle invoices in full on the due date, criminal conduct on your part, or persistent failure by you to provide documents, information, assistance or instructions requested.

12.2. In the event of early termination of the Engagement, we will be entitled to payment of our fees, including expenses, disbursements and taxes, to the date of termination together with all costs, penalties and other expenses incurred by us arising out of or in connection with such early termination, unless the reason for termination is breach by us of any fundamental term of this Agreement.

12.3. Where an Engagement, that is expressly stated in the Proposal to be of a specified initial duration, is terminated by either party before the end of the specified initial period, we will also be entitled to payment of the fees that would have been due to us had the Engagement lasted for the specified initial period, unless the reason for termination is breach by us of any fundamental term of this Agreement.

12.4. Expiration or termination of this Engagement, howsoever caused, shall be without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

12.5. Any clauses of this Agreement which expressly or by implication survive termination or

expiration shall continue in full force and effect.

13. Waiver

No failure or delay by us to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. Assignment

Save as expressly set out in this Agreement, neither party may assign the benefit or delegate the burden of this Agreement without the prior written consent of the other party save that BlueVoyant reserves the right to engage, where it considers it to be necessary, BlueVoyant External Service Providers to assist with the performance of the Services. Neither party may hold this Agreement on trust for any other person.

15. Full and Entire Agreement

15.1. The Agreement and any agreed written variations thereto, contains all the terms and conditions which we have agreed with you in relation to the Engagement and supersedes all prior representations, agreements (including any tender documentation or information) negotiations or understandings, whether oral or in writing.

15.2. You agree and accept that no statement, promise or representation not repeated in the Agreement has induced or encouraged you to retain us.

15.3. In the event of a conflict between these Standard Terms and Conditions and a Proposal or a Statement of Work, these Standard Terms and Conditions shall control.

16. Severability

If any part of the Agreement, including these Terms and Conditions of Business, is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed and shall be ineffective but without affecting any other provision

of this Agreement which shall remain in full force and effect.

17. Settlement and Mediation

17.1. If any dispute arises in connection with the Engagement, directors and/or other senior representatives of the parties with authority to settle the dispute will, within 30 days of a written request from one party to the other, meet in a good faith attempt to resolve the dispute.

19.2. If the dispute is not resolved at that meeting or the meeting does not take place within the prescribed time, the parties will attempt to settle the dispute by mediation and shall seek to agree to a mediator and timetable for mediation within 60 days of the written request for a meeting.

19.3. Provided that the right to initiate proceedings is not prejudiced by a delay, no party may commence any court proceedings until either the mediation has terminated or the parties have failed to agree to a mediator and timetable within the prescribed time.

18. Governing Law and Jurisdiction

18.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with New York law.

[END OF STANDARD TERMS AND CONDITIONS OF BLUEVOYANT]