P.O. STANDARD TERMS AND CONDITIONS

These standard terms and conditions, attached herewith the Purchase Order, form the agreement (the "Agreement"), the DIFC Contracting Party (being the DIFC body specified in the Purchase Order) engages Supplier as an independent Supplier, and Supplier agrees to act as an independent Supplier to the DIFC Contracting Party to provide various goods and/or services, as specified in the Agreement, as modified from time to time pursuant to the terms of these terms and conditions (the "Goods and/or Services"). The Goods and/or Services are to be provided where requested by the DIFC Contracting Party, but if they are to be provided on-site in the DIFC facilities Supplier shall be subject to the DIFC's security regulations. Supplier represents and warrants that all work will be performed in a professional and workmanlike manner and that all Goods and/or Services shall be free of errors and defects. In addition to any other remedies which the DIFC Contracting Party may have at law or in equity, Supplier shall immediately correct any errors or defects in the Goods and/or Services at no additional cost to the DIFC Contracting Party. Supplier will adhere to the DIFC Contracting Party's guidelines, standards and policies which are in effect from time to time. Supplier and the DIFC Contracting Party have each designated a primary point of contact as set out in the Agreement; either Party's contact person may be changed upon written notice to the other. Supplier shall comply with the instructions of the DIFC Contracting Party's designated primary point of conduct in the fulfillment of Supplier's obligations here under. The Supplier shall not supply any Falsified Goods or Defective Goods (as defined below).

1. TERM:

The term of the Agreement shall be for such period as is set forth in the Agreement (subject to earlier termination pursuant to clause 16 below) or, if no term is specified in the Agreement, shall continue indefinitely until terminated in accordance with Clause 16 below (the "Term"). The parties may extend the term of the Agreement by entering into subsequent schedules or otherwise by written agreement.

2. SUPPLIERRELATIONSHIP:

Supplier's employees, agents and other related parties (singly and collectively, "Personnel") and Supplier are independent Suppliers in relation to the DIFC Contracting Party; and nothing contained in the Agreement shall be deemed to create an employment, association, partnership, joint venture, agency or any other type of relationship between or among any of Supplier, the DIFC Contracting Party, or Personnel. Neither Supplier nor Personnel shall be deemed to be an employee of the DIFC Contracting Party for purposes of insurance, gratuity, vacations, disability, overtime, holidays, insurance, pensions or savings plans, any other employee rights or benefits (collectively, "Benefits") or otherwise. Accordingly, Supplier shall not attempt to collect any Benefits. Supplier shall pay all federal, local and employee-related charges and perform all other obligations pertaining to Personnel. Supplier shall indemnify, defend and hold the DIFC Contracting Party harmless against any assertion by Personnel of any right to Benefits. Should the DIFC Contracting Party find at its sole judgment, any Personnel's skill, attendance, performance or other relevant factor unsatisfactory, the DIFC Contracting Party may reject, and Supplier shall promptly replace, such Personnel Supplier agrees not to remove or replace any Personnel who provide the Goods and/or Services (or any part thereof) hereunder and who are acceptable to the DIFC Contracting Party from working hereunder during the time period for which such individual is employed by Supplier unless the DIFC Contracting Party consents in writing to such removal or replacement.

3. COMPENSATION:

If the Agreement provides for the Supplier to be compensated based on hours/days devoted by Supplier in the performance of, or delivery of, the Goods and/or Services, Supplier shall be paid the amount(s) or at the rates set forth in the Agreement. Supplier represents that all time reports kept by Supplier will be accurate. The DIFC Contracting Party shall have no obligation to pay on the basis of time reports not kept in a clear, current and accurate manner. Supplier shall be solely responsible for reporting and remitting (and withholding, if required by law) all amounts due to any authority in any nature, type or form as a result of any fee or expense paid or payable by the DIFC Contracting Party under the Agreement and shall indemnify and hold the DIFC Contracting Party harmless from a breach of Supplier's obligations under this sentence. Notwithstanding the provisions of the Agreement, Supplier hereby warrants and represents to the DIFC Contracting Party that the amounts and fee's payable by The DIFC Contracting Party shall at all times be atleast as favorable as the amounts and fees charged by Supplier to its best commercial customers for similar Goods and/or Services at the time of providing such Goods or Services

4. BILLING:

Unless otherwise specified in the Agreement, Supplier shall be paid by the DIFC Contracting Party on a monthly basis 45 days in arrears provided that the finance department of the DIFC Contracting Party has received an undisputed invoice in respect thereof from Supplier bearing the applicable Purchase Order number and the DIFC Contracting Party has issued a Certificate of Acceptance in relation to the Goods and/or Services. There will be no payment on the basis of overtime, weekend or holiday rates and no vacation allowance unless specified in the Agreement. The DIFC Contracting Party will reimburse Supplier for authorised travel and entertainment and other out-of-pocket expenses arising from assignments undertaken under the Agreement so long as:

(i) Supplier provides acceptable substantiation therefore;

(ii) Supplier has received prior written approval from the DIFC

Contracting Party to incur those expenses; and
(iii) the expenses comply with the DIFC Contracting Party's Travel and Entertainment Policy from time to time.

5. WORKEFFORT AND SCHEDULES:

The DIFC Contracting Party shall advise Supplier of its project requirements and may require Supplier to comply with specified guidelines in order to ensure:
(i) the quality of the Goods and/or Services provided; and
(ii) that Supplier complies with the requirements of the Agreement. Supplier shall complete the deliverables and provide the Goods and/or Services satisfactorily in accordance with the DIFC Contracting Party's requirements and otherwise in accordance with the terms of the Agreement. Supplier will assist the DIFC Contracting Party in meeting the DIFC Contracting Party's requirements and time schedules. The DIFC Contracting Party shall be entitled to a full refund of all monies paid for, and have no further obligation to pay for any deliverables or Goods and/or Services it rejects for failure to be completed satisfactorily or substantial nonconformity to the Agreement or this clause.

6. ORDERS, DELIVERY & INVOICING:

6.1 The Supplier will ensure that the Agreement receives careful attention and is executed strictly according to all the requirements contained therein. Unless otherwise specified in the Agreement, all orders shall be fully executed and delivered within the time agreed therein and such time shall be deemed to be the essence of the Agreement.
6.2 Deliveries of the Goods and/or Services shall be made by the Supplier at the address set out in the Agreement (the "Delivery Address") to a representative of the DIFC Contracting Party. Who shall after checking and approving the Goods and/or Services, accept delivery and acknowledge receipt thereof by signing and returning a 'Goods Received Note' to the Supplier's representative. Each delivery of the Goods and/or Services must be accompanied by an appropriate invoice. The Purchaser reserves the right to vary the time and place of delivery by giving the Supplier reasonable Written Notice.

7. PACKING, LABELING & MERCHANDISING:

7.1 Supplier shall ensure that any products comprising the Goods and/or Services ("Products") are properly and adequately packed for the means of transportation by which they are to be delivered at the Delivery Address.
7.2 Each of the Products shall carry a label in English (and in Arabic, wherever required by the DIFC Contracting Party or by any law, custom or usage) showing the name and description of the Product, its uses, trade identification, the name and address of the manufacturer, details of its contents, features,
model, type, important instructions and the country of its origin. The Product shall also be supplied with an instructions or operations manual, booklet or pamphlet. The Supplier warrants that no label, manual, booklet or pamphlet shall contain any false, incorrect or misleading particulars or claims.
7.3 The packing and labeling of the Products shall meet all specifications or requirements imposed by any relevant municipal or governmental authorities in the country of its origin as well as in Dubai.

8. DEFECTIVEGOODS:

As used herein, "Defective Goods" shall mean and include any Products and goods or any parts or components thereof which are or have been:
(i) faulty, defective, deficient, damaged, date-expired or incomplete in any respect or suffer from any shortcoming or imperfection; or
(ii) unfit for the particular purpose for which they are sold or used or do not perform the function for which they are intended or do not meet the claim made in respect of performance or utility; or
(iii) unfit for use or consumption, date-expired or not in conformity with any requirements hereunder or of any law, order, rule, regulation, decree, decision concerning the contents, ingredients, manufacture, technical specifications or requirements
(iv) or any stipulation relating to its distribution, transportation, storage or sale imposed by any municipal or other governmental authority in the country of the Product's origin or in Dubai; or
(v) dangerous, unsafe or cause physical harm or injury to the consumers or users or damage to property; or
(vi) deficient as to standard specifications, other requirements prescribed by the DIFC Contracting Party, ordered quantity or of poor quality or badly or improperly preserved or packed.

9. FALSIFIED GOODS:

As used herein, "Falsified Goods" shall mean and include any Products:
(i) whose serial, model or identification numbers, labels, and/or other trade identification symbols or any products features, parts or components or packing or any writings thereon are or have been removed, altered, substituted or in any manner
(ii) modified or otherwise tampered with; or
(iii) which infringe any patents, designs, utility models, copyright, trademark or any other rights of any third party; or
(iv) which are or have been designed, manufactured, marketed, promoted, advertised, distributed, transported, stored, displayed, labeled, sold or otherwise dealt with in violation or contravention of any third party's rights, law, rule, regulation, ministerial decision, decree or judicial order for the time being in force in Dubai; or
(v) which are otherwise counterfeit, non-genuine or cause or intended to cause deception or confusion as to their use, source or trade identity or manufacture.

10. REJECTION OF PRODUCTS:

10.1 On the happening of any cause for rejection of any Products as described below, the DIFC Contracting Party may, at its discretion reject all or any of the Products and purchase the same from an alternative supplier or require the Supplier

either to replace the Products with new Products or supply other Products for equivalent value in accordance with specified requirements. It is clearly understood and agreed that the exercise of the option as aforesaid and acceptance of any Products in pursuance thereof shall not bar the DIFCA from also enforcing any of its other rights hereunder

10.2 Any one or more of the following shall be a cause for rejection of the Products whether or not the DIFC Contracting Party. has paid the Supplier for the Products:

(i) the Products are, on delivery or subsequently, found to be Falsified Goods or Defective Goods; or

(ii) the Supplier fails within the prescribed time to supply, replace or substitute the Products in accordance with all the requirements specified by the DIFC Contracting Party.

11. REJECTION COSTS:

11.1 Should the DIFC Contracting Party exercise any of the options detailed in Clause 10 above, the Supplier shall bear all costs and expenses incurred in connection with:

(i) the transportation of the rejected Products to the Supplier; and

(ii) the replacement cost or substitution cost, as the case may be, of the Products including their transportation to and delivery at the Delivery Address.

The DIFC Contracting Party shall be entitled to deduct all such rejection costs from any amounts due and payable to the Supplier without following any specific procedure. Any payments already received by the Supplier for any of the rejected Products shall be held by the Supplier in credit for the DIFC Contracting Party until such time that the replaced or substituted Products are delivered to or accepted by the DIFC Contracting Party. Where the DIFC Contracting Party opts not to seek replacement or substitution, such amount lying in credit shall be returned to the DIFC Contracting Party by the Supplier forthwith upon demand by the DIFC Contracting Party without any demur, deductions or set-off.

12. WARRANTY & SERVICING:

12.1 Supplier warrants that the Products conform to the relevant published Products data and that they are covered by the manufacturer's warranty which warranty is valid and subsisting.

12.2 Supplier undertakes to support the DIFC Contracting Party in obtaining, from the Service Centre, repair and maintenance services and assist the DIFC Contracting Party in enforcing the warranties in relation to the Products.

12.3 Supplier warrants that each of the Products supplied to the DIFC Contracting Party is and shall remain free from latent defects and shall be of merchantable quality

13. LIMITATION OF AUTHORITY:

Supplier shall not represent itself as an agent or employee of the DIFC Contracting Party. Nothing contained in the Agreement shall give Supplier any authority to enter into any written or oral agreement on behalf of the DIFC Contracting Party and the DIFC Contracting Party shall be under no obligation to enter into any agreement or agreements negotiated by Supplier. Nothing contained herein shall give Supplier any authority to sign any contracts documents, memoranda, letters etc. on behalf of the DIFC Contracting Party. Supplier is not authorised to conduct transactions, or assume or create any legal obligations on behalf of the DIFC Contracting Party.

14. INSURANCE:

14.1 Unless otherwise specified, the Supplier shall maintain such insurance, at its own expense, as will fully protect the Supplier from any and all professional claims and all other claims of whatsoever kind or nature for damage to property or for personal injury (including death) made by anyone whomsoever, that may arise from operations carried on under the Agreement by the Supplier.

14.2 The Supplier is required to maintain insurance coverage in such amount as is normal and customary in the sound management of business in the field of operations in which the Supplier is engaged. However, the Purchaser reserves the discretion to request the Supplier to maintain specific insurance policies/provisions as the Purchaser deems necessary for the supply of the Services outlined in the Specification Schedule.

14.3 The Supplier shall, on request from the Purchaser, produce to the Purchaser the Supplier's policies of insurance and renewals and receipt for the last premium or other evidence that all premiums due have been paid.

14.4 The Supplier shall not do or omit to do anything which might violate any such insurance.

15. INDEMNITY:

The Supplier hereto agrees that the Supplier shall defend, indemnify and hold harmless the Purchaser from and against any and all claims, actions, proceedings, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees) which the Purchaser may suffer or incur in any jurisdiction and which arise out of or in connection with:-

(i) the Supplier's and any personnel's acts, omissions or breach of any provision or warranty contained in the Agreement;

(ii) any claim brought against the Purchaser by any third party in relation to work performed by Supplier for that third party; or

(iii) the failure of any representation to be, and to continue to be, true.

16. TERMINATION:

16.1 If either Party is in breach of this Agreement and does not remedy that breach within [7] days, the other Party may terminate the Agreement immediately by providing Written Notice to Party in breach.

16.2 Either Party may terminate the Agreement immediately upon Written Notice to the other Party in the event the other Party commences negotiations with its creditors with a view to an adjustment of its debts or any step is taken or proceedings commenced for its bankruptcy, winding-up, liquidation, receivership, administration or protection or relief from creditors or any distress or execution on its property.

16.3 If at any time during the Agreement there shall be a change in the legal or beneficial owner of the Supplier;
16.4 the Supplier must notify the Purchaser immediately of such change by Written Notice; and
16.5 the Purchaser, upon receiving Written Notice, may terminate the Agreement immediately by providing the Supplier with Written Notice of such termination.
16.6 The Agreement may be cancelled at any time by the Purchaser for any reason whatsoever by providing the Supplier with Written Notice.

17. CONSEQUENCES OF TERMINATION:

17.1 Upon any termination or expiration of the Agreement, the Supplier shall:

17.1.1 return to the Purchaser all the Purchaser's property in Supplier's possession or under its control including, without limitation, any copies made of any of the Purchaser's documents or other material, and including delivery to the Purchaser's legal counsel all notebooks and other data relating to research, Confidential Information, Intellectual Property, experiments or inventions relating to products, processes or other matters otherwise covered by the Agreement, whether proprietary or otherwise; and
17.1.2 if requested by the Purchaser, complete all works in progress and exercise its best efforts and will cooperate to effect an orderly and efficient transition to a successor provider of the Services.
17.2 the Supplier agrees that it shall not hire or solicit for employment any of the Purchaser's employees during the term of the Agreement and for a period of 3 year thereafter.

18. RECORDSRETENTION:
To ensure quality service and that the terms of the Agreement are being met, Supplier shall maintain accurate and complete records so as to substantiate adequately any work, charge and/or expense hereunder, and shall produce such records for the DIFC Contracting Party's audit as provided in clause 26 below.

19. INTELLECTUAL PROPERTY RIGHTS:
19.1 The Supplier agrees to indemnify the Purchaser and its Affiliates, employees, subcontractors and agents in full and keep them indemnified against all claims, demands, actions proceeding and all direct damages, losses and expenses made against or incurred by them resulting directly or indirectly from any claim by a third party that the Services infringe third party Intellectual Property Rights.
19.2 Intellectual Property Rights arising during or out of the provision of the Services shall be and remain the property of the Purchaser.
19.3 During and after the term of the Agreement, the Supplier shall fully cooperate with the Purchaser's efforts to procure patents, copyrights and other intellectual property rights (including, but not limited to, signing all papers) as the Purchaser may request and waive, all rights to royalties and claims for other amounts for the rights except for the fees and charges payable pursuant to the Agreement.
19.4 The Purchaser may, in its sole discretion, photograph, record and tape any and all seminars conducted or developed by Supplier pursuant to the Agreement and use such material in any manner.
19.5 The obligations of the Parties under this Clause shall survive the termination of the Agreement.

20. CONFIDENTIAL INFORMATION, PRIVACY AND OTHER CLIENTS:
20.1 The Supplier shall maintain Confidential Information in strict confidence and shall:
20.1.1 Use Confidential Information only for the purposes of the provision of Services;
20.1.2 Not copy any Confidential Information except in the provision of Services;
20.1.3 Not disclose Confidential Information to any third Party except as expressly permitted in writing by the Purchaser and then only if such third Party has executed a non-disclosure contract in form and substance satisfactory to the Purchaser;
20.1.4 Limit dissemination of Confidential Information to Personnel with a "need to know" to provide the Services; and
20.1.5 Advise the Purchaser promptly in writing of any unauthorised disclosure or use of Confidential Information and take all steps requested by the Purchaser to address such unauthorised disclosure or use.
20.2 Supplier acknowledges and agrees that any breach of the confidentiality provisions of this Agreement will cause the Purchaser immediate irreparable harm for which money damages will not provide full and adequate relief, entitling the Purchaser to immediate injunctive relief in addition to any other right or remedy that the Purchaser may have at law or in equity.
20.3 Supplier shall not be deemed to have violated this paragraph if it discloses Confidential Information in response to a bona fide subpoena or other lawful process issued by a court or agency of competent jurisdiction, provided Supplier shall have given the Purchaser at least ten (10) days' Written
Notice of its intention to make such disclosure.

21. RETURN OF PROPERTY:
Upon termination of the Agreement, Supplier agrees to return to the DIFC Contracting Party all the DIFC Contracting Party's property in Supplier's possession or under its control including, without limitation, any copies made of any of the DIFC Contracting Party's documents or other material, and including delivery to the DIFC Contracting Party's legal counsel all notebooks and other data relating to research, experiments or inventions relating to products, processes or other matters otherwise covered by the Agreement, whether proprietary or otherwise.

22. SEVERABILITY:
Each provision of this Agreement (including each undertaking and part thereof) shall be construed separately and independently from each other provision and notwithstanding that such provision and/or undertaking (or any part thereof) may prove to

be illegal or unenforceable the remaining provisions and undertakings of this Agreement shall continue in full force and effect.

23. COMPLIANCE WITH LAW:

Supplier shall comply with all applicable laws, ordinances, rules, voluntary codes and regulations of any country in which Supplier shall be traveling or delivering the Goods and/or Services hereunder and warrants that Supplier will be in compliance with said laws. Without prejudice to the generality of the foregoing, Supplier shall comply with all applicable immigration laws and data protection laws. Supplier shall also comply with all export and import regulations where Supplier will be traveling or delivering the Goods and/or Services or delivering or transporting Materials. "Materials" shall include, but not be limited to, manuals and other written documentation, tools, software, equipment, technical data and other materials provided to or by Supplier in delivering the Goods and/or Services hereunder. The Supplier will take all steps required and communicated in writing to the Supplier by the Customer that the Customer reasonably considers are necessary in order to comply with the Customer's own obligations under Data Protection Laws. In accordance with applicable laws, Supplier (as Processor) and its Sub-processors, if any, must obtain explicit written permission from Customer to share Personal Data or Confidential Information with a third party to this Agreement prior to any such processing taking place. Supplier shall submit proof of compliance with applicable laws to the DIFC Contracting Party any time at the request of the DIFC Contracting Party and shall promptly notify the DIFC Contracting Party upon discovering any instance where Supplier has failed to comply with the obligations of this paragraph.

23.1 Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre. Each party consents and submits to the exclusive jurisdiction of the courts of the Dubai International Financial Centre for the adjudication of any action, suit or proceeding arising out of this Agreement and the project completed hereby.

23.2 Disputes: Any dispute arising out of or in connection with this Agreement and the matters contemplated herein shall be settled amicably between the Parties. In the event that a dispute cannot be settled amicably, the Parties hereby agree that such dispute shall be finally and exclusively settled by arbitration which shall be conducted in Dubai, in the English language under the laws of Dubai International Financial Centre.

24. IMPROPER PAYMENT:

The Supplier hereby:

(i) agrees, and shall take all actions necessary to ensure, that no director, officer, employee, agent or other representative of the DIFC Contracting Party (the "DIFC Person") has received or will receive, directly or indirectly, from The Supplier or any party acting for, on behalf of or at the request or direction of the Supplier or having a unity of interest with the Supplier in the consummation of the transaction as contemplated by the Agreement or on any other terms, other than the DIFC Contracting Party, any grant, gift or other benefit or advantage, or promise thereof, whether pecuniary or otherwise ("Improper Payment") for or in connection with the award of the Agreement or the DIFC Contracting Party's entry into, performance or other disposition thereof ("Contract Activity"), regardless of whether any such DIFC Person had, has or will/may have any role whatsoever with respect to any Contract Activity;

(ii) represents and warrants to the DIFC Contracting Party that it has not taken any action, and is not aware of any situation or circumstance occurring, prior to the signing of the Agreement which, were it to have taken place hereafter, would constitute a breach of the foregoing covenant; and

(iii) agrees to defend, indemnify and hold harmless the DIFC Contracting Party, the Government of Dubai and any affected employee or official thereof in respect of any breach by the Supplier of the foregoing covenant. The foregoing indemnity shall not constitute any election of remedies by the DIFC Contracting Party for any breach of the foregoing covenant nor shall the payment hereunder prevent any Governmental or judicial authorities from imposing any other criminal or administrative penalties applicable to such Improper Payment.

25. THIRD PARTY CLAIMS:

Supplier represents and warrants that Supplier's delivery of the Goods and/or Services for the DIFC Contracting Party hereunder shall not infringe, interfere with or breach any employment agreement, non-compete agreement, confidentiality agreement or any other duty owed by Supplier to third parties. Supplier represents that it is legally entitled to and is duly authorized by the principal/manufacturer or the principal's/manufacturer's agent to sell the Goods and/or Services in Dubai Contracting Party does not and will not violate any agreement, undertaking or arrangement between the Supplier and the principal/manufacturer in relation to the Goods and/or Services and that a fully operational Service Centre for the Goods and/or Services exists in Dubai. Supplier undertakes to ensure the continued validity of the above representations throughout the Term. Should any event occur or circumstances arise rendering the above representation incorrect or invalid, the Supplier shall forthwith immediately inform the DIFC Contracting Party.

26. AUDIT AND OTHER REPORTS:

The DIFC Contracting Party shall have the right to audit, or to have its designee audit, at any time, and at the DIFC Contracting Party' request and expense, any and all Supplier's records and facilities about or used for performance of the Agreement, in order to assure that Supplier is meeting its duties hereunder, or as otherwise reasonably requested by the DIFC Contracting Party or as required under applicable law and regulations. Supplier shall exert its best efforts to correct all material problems disclosed by any such Audit. The provision of this paragraph shall survive for a period of three (3) years after termination or expiration of the Agreement

27. ASSIGNMENT AND SUBCONTRACTING:

Supplier shall not assign or subcontract the Agreement or any of its rights or obligations hereunder, to any other third party without the DIFC Contracting Party's prior written consent. However, the

DIFC Contracting Party may assign the Agreement to any affiliate or associated entity of the DIFC Contracting Party.

28. GENERAL

28.1 The headings of the paragraphs of the Agreement are provided for convenience of reference only and shall not be deemed to modify or otherwise affect the language of each paragraph of the Agreement.

28.2 The Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with the laws of the DIFC without regard to any conflict of laws principles. Any litigation or other proceeding commenced in respect of any matter, cause or thing with respect to the Agreement or the parties' dealings or relationship shall be commenced, if at all, in the DIFC Courts.

28.3 Any notice required or permitted by the Agreement to be given by either Party to the other shall be addressed at the addresses hereinabove mentioned or at such other addresses as the Parties may from time to time designate in writing to the other. Any notice to be served on either of the Parties by the other may be sent by prepaid recorded delivery, registered post, or by fax or electronic mail (with confirmation requested) and shall be deemed to have been received by the addressee two days after posting or on the same day after being sent by fax or electronic mail to the correct fax or electronic mail number of the addressee.

28.4 No delay or failure of the DIFC Contracting Party to exercise any right or remedy will operate as a waiver thereof.

28.5 The Agreement shall inure to the benefit of the DIFC Contracting Party' successors and assignees.

28.6 All indemnifications, agreements to hold harmless, agreements to defend, representations, warranties, and provisions relating to confidentiality, exclusivity and limitations on liability, shall survive the termination of the Agreement. Under no circumstances shall the DIFC Contracting

Party have any liability for any claim arising from or relating to the Agreement in excess of the fees and/or amounts due to Supplier hereunder. The DIFC Contracting Party shall have no liability for consequential, incidental, special or indirect damages (including loss of profit and business opportunities) regardless of whether the DIFC Contracting Party has been advised of, or is aware that, such damages have been, or may be, incurred.

28.7 Supplier shall not use the name of the DIFC Contracting Party or any of its affiliates in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, without the prior full disclosure of the same to the DIFC Contracting Party and the prior written consent of the DIFC Contracting Party. This clause shall survive the termination of the Agreement.

28.8 The Agreement constitutes the entire agreement between the parties. It supersedes all prior agreements and understandings regarding the Goods and/or Services and any conditions set forth on Supplier's invoices, purchase orders or other forms submitted in connection with the Goods and/or Services regardless of whether such forms are signed by the DIFC Contracting Party

PROVIDED ALWAYS:

(i) that any non-disclosure agreement previously executed between Supplier and the DIFC Contracting Party shall survive independently of the Agreement and constitute continuing co-extensive obligations of the parties; and

(ii) all brochures, descriptions, marketing materials, quotations, project plans and other similar documents which have been provided to the DIFC Contracting Party as part of the sales process ("Sales Literature") shall be deemed to have been relied upon for the purposes of the Agreement and the Supplier warrants that all information contained in those documents is accurate and Complete. In the event of a conflict between these terms and conditions and any of the Sales Literature, the terms of the Agreement and these terms and conditions shall govern. The Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto.

28.9 Supplier understands and acknowledges that the Agreement is entered into with the Supplier by the DIFC Contracting Party in reliance upon the good business reputation and ability of the managers, directors and shareholders, partners of the Supplier and the good manufacturing practices of the manufacturer of the Products. In the event of any alteration in the composition of the aforesaid persons or any change in the form of business or in the organizational structure of the Supplier, or any prejudicial change in the manufacturer's practices in relation to the Products, the DIFC Contracting Party shall forthwith be informed by the Supplier.

28.10 Should the Agreement be translated into a language other than English, and be executed in English and that other language then, in the event of any conflict between the English text and the text of the other language the parties agree that the English text shall prevail.

29. VAT

"VAT" means Value Added Tax or any equivalent tax chargeable in the UAE.

29.1 All amounts payable by the DIFC Contracting Party to the Supplier under this Agreement (in whole or in part) constitute consideration for VAT purposes are deemed to be exclusive of VAT. Subject to Clause 29.2 below if VAT is chargeable on any supply made by the Supplier to the DIFC Contracting Party under this Agreement, the DIFC Contracting Party shall pay the Supplier an amount equal to the amount of the VAT and the Supplier shall promptly provide an appropriate VAT invoice to the DIFC Contracting Party.

29.2 Where this Agreement requires the Supplier to reimburse the DIFC Contracting Party for any costs or expenses, the Supplier shall, at the same time, reimburse and indemnify the DIFC Contracting Party against all VAT incurred in respect of those costs or expenses.