

General Terms and Conditions of Services (GTC)

These GTC, together with a Proposal and a Statement of Work, form a binding contract between South Pole and the Client.

1. DEFINITIONS

In these GTC all capitalised terms shall have the meaning set forth below:

Client. Means the entity, institution or legal person that received and accepted the Proposal submitted by South Pole and that enters into a Statement of Work.

Confidential Information. Means information, whether disclosed prior to, on or after the execution of this Agreement, and whether disclosed in writing, orally or otherwise, the disclosing Party's business information, technical or other data, contracts, documents, analyses, compilations, studies, records, proposals, correspondence, reports, other materials or know-how.

Deliverables. Means the products agreed to be provided to the Client by South Pole during the execution of the project.

Agreement. Refers to the binding agreement between the Client and South Pole, formed by these GTC, the Proposal and the Statement of Work.

Services. Means all responsibilities referred to in the Proposal.

Statement of Work (SOW). Means an order form issued in writing by the Client confirming their intention to purchase the Services.

South Pole. Means the South Pole legal entity that submitted a Proposal that was accepted by the Client.

Proposal. Means the document or email submitted by South Pole to the Client describing the Services proposed and the corresponding price and timelines.

2. PROVISION AND TERMS OF SERVICES.

In consideration of the mutual covenants contained herein, South Pole agrees to provide, and the Client agrees to pay for the Services under the conditions set out in the Agreement.

The Proposal and the SOW shall be read in conjunction with provisions of the GTC. In case of conflict between provisions of the GTC and provisions of the Proposal, the Proposal shall prevail. However, in case of conflict between provisions of the GTC and/ or the Proposal and the provisions of the SOW, the GTC and/or Proposal shall prevail.

3. BASIS OF PROPOSAL

The Proposal made by South Pole is based on the

information provided by the Client. South Pole will perform the Services with reasonable care and diligence, and in accordance with the market standards.

4. RESPONSIBILITY OF THE CLIENT

In order to perform the Services in accordance with the agreed timeline, the Client will provide all documents and information and comply with its obligations, in a timely manner, as required by South Pole. Further, the Client shall restrict themselves to do anything that would prevent South Pole from complying with its obligations hereunder.

5. PERSONNEL

The Services will be performed by individuals having the appropriate skills and experience, in South Pole's opinion. South Pole is free to change, add or remove individuals from the performance of the Services as deemed necessary, provided that this should not negatively affect South Pole's compliance with the Agreement.

6. TERM

The term of this Agreement will commence upon receipt of the SOW and will continue until the date the Parties have satisfied all of their respective obligations as per the Agreement. South Pole will not and should not be required to start performing the Services without having received the corresponding SOW. South Pole may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any fees due under the Agreement on the due date for payment and fails to remedy this breach within twenty (20) days of being notified in writing to do so. The obligation of the Client to pay for any Services delivered by South Pole shall in any case survive any event of termination of this Agreement. The provisions of this Agreement relating to payment, intellectual property, confidentiality, liability and dispute resolution shall survive any termination of this Agreement.

7. FEES

The fees set out for the performance of the Services will be charged as per the Proposal. Payments must be made within thirty (30) calendar days of the invoice date.

8. TAXES

8.1. Value Added Taxes. The fees referred to in the Agreement are exclusive of any applicable tax, including, inter alia, VAT or its equivalent in other jurisdictions. The VAT will be added to the invoice in application of the applicable law where a taxable transaction for VAT purposes is deemed to take place. The Client will pay to South Pole the VAT amount, if any, as calculated and charged by South Pole

8.2. Other Taxes. In the event additional taxes, including any withholding tax, are applicable to the provision of the Services and if the Client is required to pay for such taxes, these will be added to the price by South Pole so that the net payment received by South Pole complies with the fees agreed upon. The Client will deduct the amount of any such tax from the sums due to South Pole under this Agreement. If South Pole is required to directly pay such taxes, the Client will or reimburse South Pole in respect of such tax.

9. CHANGES TO THE SERVICES, ADDITIONAL WORK

9.1. In case the Client requires changes in the Services to be provided by South Pole, these changes and the corresponding impact on the timeline and the price shall be agreed upon in writing. No change will be implemented without such a written agreement. In case the parties cannot agree upon the conditions of such change, or if South Pole considers this change as not being feasible, South Pole will continue to provide the Services as initially agreed upon.

9.2. If actions or lack thereof from the Client has an impact on the Services, South Pole will inform the Client of such impact. If such an adjustment results in additional work, it will be charged to the Client as additional Services.

10. INTELLECTUAL PROPERTY

Any Deliverables provided to the Client in the scope of the provision of the Services and the corresponding intellectual property rights, are and will remain South Pole's exclusive property. South Pole grants the Client with a revocable, world-wide right to use the Deliverables provided in connection with the Services. The Client shall not remove the identification of South Pole as the owner of such deliverables and/or results. Furthermore, in the event that South Pole submits any documentation to the Client with the label "For internal purposes only", the Client must request prior written approval from South Pole if it intends to make such document available to third parties.

11. WARRANTIES

11.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. South Pole warrants that, (1) the Services provided by South Pole under this Agreement will materially comply with the Agreement, (2) South Pole will perform the Services in a diligent and workmanlike manner. The Client's exclusive remedy and South Pole's entire liability for a breach of the above warranties shall be the correction of the deficient Service that caused the breach of warranty, or, if South Pole cannot substantially correct the deficiency in a commercially

reasonable manner, the Client may end the deficient Service.

11.2 Disclaimer. SOUTH POLE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF RESULTS, OR OTHERWISE ARISING FROM A COURSE OF DEALING OR RELIANCE.

12. INDEMNIFICATION

South Pole shall defend and indemnify any claim brought against the Client by a third party to the extent such claim alleges that the Client's use of the Deliverables directly infringes a patent, copyright, or misappropriates a trade secret (a "Claim"). South Pole shall pay for damages, attorney fees (if applicable) and costs awarded against the Client by the final decision of a court of competent jurisdiction (or amounts agreed in a monetary settlement) in any such Claim. If any such Claim is brought or threatened, South Pole may, at its sole option and expense: (i) procure for the Client the right to continue to use the Deliverable; or (ii) modify the Deliverable to make it non-infringing. Notwithstanding the foregoing, South Pole's defense and indemnity obligations do not apply to (1) any modification of the Deliverables made by anyone other than South Pole, (2) any use of the Deliverables in combination with products or services not provided by South Pole. The defense and indemnity obligations contained herein are conditioned upon the indemnified party providing the indemnifying party with: (i) prompt written notice, (ii) sole control over the defense and settlement of, and (iii) all information and assistance reasonably requested by the Client in connection with the defense or settlement of, any claim.

13. LIMITATION ON LIABILITY

13.1. Exclusion of Damages. IN NO EVENT WILL SOUTH POLE OR THE CLIENT (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, SALES, OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, COSTS OF SUBSTITUTE SERVICES, LOSS OF DATA, LOSS OF INFORMATION, WORK STOPPAGE OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE

OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Limitation of Liability. SOUTH POLE'S AGGREGATE CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WILL NOT EXCEED THE AMOUNTS PAID TO SOUTH POLE FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND THIS LIMIT. THE LIABILITY LIMITATIONS UNDER THIS SECTION WILL NOT APPLY TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CONFIDENTIALITY OBLIGATIONS.

13.3. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY THE CLIENT MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF THE TERMINATION OF THIS AGREEMENT, OR THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

14. CONFIDENTIALITY

14.1. Confidential Information. Except in the furtherance of their obligations hereunder, no Party shall disclose any of the other Party's Confidential Information without the prior written consent of the Disclosing Party.

14.2. Permitted Disclosure. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent that such information: (a) becomes available to the Receiving Party on a non confidential basis from a source other than the Disclosing Party, provided that such source has represented to the Receiving Party that it is not bound by a confidentiality agreement or similar agreement with the Disclosing Party or its Representatives or is not otherwise prohibited from disclosing Confidential Information to the Receiving Party by any contractual, legal or fiduciary obligation; (b) was known to or lawfully in the possession of the Receiving Party prior to the time of disclosure by the Disclosing Party, and with respect to which there is no existing obligation of confidentiality; (c) is developed independently by the Receiving Party or any of its Representatives without the use of or reliance upon any of Confidential Information disclosed by the Disclosing Party; (d) is or becomes generally available to the public, other than through a violation of this Agreement by the Receiving Party or any of its Representatives; (e) is required to be disclosed under applicable law or by a

governmental order, decree, regulation or rule (provided that the Receiving Party shall give written notice to the Disclosing Party prior to such Disclosure to the extent possible under law); (d) is shared to its Representatives.

15. PUBLICITY

Without prejudice to the Parties confidentiality obligations, the Parties shall have the right to refer to the other Party and to use its logo for marketing purposes.

16. NO AGENCY

This Agreement does not create a partnership, joint venture, agency relationship, or other enterprise as between the Client and South Pole.

17. APPLICABLE LAW AND ARBITRATION

17.1. This Agreement shall be governed and construed in accordance with the laws of England and Wales without regard to its conflict of laws, principles or rules and each Party irrevocably submits to the jurisdiction of the English Courts. All disputes arising out of or in connection with this Agreement shall to the extent possible be settled amicably by negotiation between the Parties within sixty (60) Business Days from the date of written notice by either the Client or South Pole of the existence of such dispute.

17.2. If the Parties do not resolve their dispute within sixty (60) Business Days, then the dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Procedures for Cases under the UNCITRAL Arbitration rules.' The number of Arbitrators shall be one. The place of arbitration shall be London and the language to be used in the proceedings is English, and the governing law for the arbitration shall be the law of England and Wales.

17.3. Nothing in this Clause 14 shall prevent either Party from having recourse to a court of competent jurisdiction: (i) for the purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage; or (ii) in circumstances where, if such recourse was not had, the party would be barred from having recourse to a court of competent jurisdiction at a later date due to expiry of a limitation period in respect of the subject matter of the dispute.

18. REPLACEMENT OF PROVISIONS

If any part of these GTC is or becomes invalid, this shall not result in the invalidity of the remaining part. The invalid portion will further be replaced by valid and enforceable provision of which the legal consequences are as similar as possible to the invalid part.