

## 1.1 Standard Terms and Conditions

### FOR THE DELIVERY OF SERVICES BY KELA & ITS SUBCONTRACTORS (KELA)

This document specifies the standard terms and conditions for any engagement with KELA Research and Strategy Ltd. (hereinafter: "KELA"). These Standard Terms and Conditions apply to the delivery of services, which includes research work by KELA pursuant to the Research Services Proposal (the "Proposal") to which these Standard Terms and Conditions are attached. These Standard Terms and Conditions and the Proposal together with any other documents or other terms to which specific reference is made in the Proposal or herein constitute the "Agreement". All services provided under the Agreement shall hereinafter be referred to as the "Services".

The statement of KELA's charges and expenses for the delivery of the Services as provided in the Proposal shall remain valid for thirty (30) days from the date of the Proposal. The charges and expenses specified in the Proposal do not include any services of KELA, which are not specifically detailed therein. Should the Client require any assistance, advice, follow-up opinion or any other service with respect to the subject matter of the Agreement, KELA shall prepare a separate proposal which shall be based on the fees of KELA, as shall be in effect from time to time.

Invoices in respect of the Services are payable together with value added tax as set forth in the Agreement without right of set-off or counterclaim, statutory or otherwise. Late payment shall bear interest at a rate of 2% per month (but in any case, shall not exceed the maximum interest rate permitted by law) and KELA reserves the right to claim interest on late payments in accordance with applicable legislation. **KELA's fees and the Client's obligation to pay such fees is not conditional or based on the results, analysis, conclusions, recommendations, solutions, and forecasts resulting from the Services.**

The technology and service provided by KELA to the Client are intended for the purpose of protecting the Client's organization. They are not to be resold or used in any way outside the Client's organization. All information provided by the technology and service is to be covered by the NDA between KELA and the Client and is not to be shared in any way outside the Client's organization, as per the signed NDA.

KELA may terminate the Agreement and discontinue the Services if the Client: (a) fails to make payment in accordance with the Agreement; (b) summons a meeting of its creditors, is the subject of an arrangement for voluntary arrangement of its debts, becomes subject to any voluntary arrangement, becomes unable to pay its debts, has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income, passes a resolution for its winding up (save for the purpose of a voluntary reconstruction or amalgamation), has a petition presented to any Court for its winding up or for the appointment of an administrator (save for the purpose of a voluntary reconstruction or amalgamation), has a provisional liquidator appointed, has an agreement made for a scheme of arrangement or becomes the subject of a notice to strike off its registration with the Companies' Registrar or for an administration order or has anything analogous to any of the foregoing occur in any other jurisdiction; or (c) is in breach of the Agreement in a manner which is not capable of rectification or (where capable of rectification) or which is not rectified within fourteen (14) days of written notice requiring its rectification. All sums owing at the time of such

circumstances shall become immediately payable as a debt to KELA and KELA shall have no obligation to hand over any interim findings unless and until payment for all charges and expenses is made.

The information that KELA shall provide to the Client including all results, analysis, conclusions, and forecasts in the Agreement and any information included in a subsequent report, letter or other communication between the parties, whether verbal or written, are and shall be provided in good faith and on the basis of the information available to KELA at such time, whether from the Client or information which is in the public domain and the validity is dependent, amongst other factors, on the effective co-operation of the Client and anyone on the Client's behalf. The Client shall be solely responsible for the proper adaptation or implementation of the products of the Services to the Client's own circumstances. **No condition, warranty, or representation, express or implied, is given or shall be given by KELA as to the results or performance obtained or to be obtained from the findings or the results of the Services or the implementation thereof by the Client.** For any direct loss or damage suffered by the Client in contract or tort or under statute or otherwise because of the Services, KELA's liability shall be limited to the amount specified in the Agreement or, if no amount is specified, to the total amount that KELA would be entitled to under the Agreement, except that such limit shall not apply to direct loss or damage caused by KELA's fraud. KELA's obligation to indemnify the Client for any such direct loss or damage shall be subject to a final court decision.

The Services are not Investment Marketing services as set forth in the Regulation of Investment Advising, Investment Marketing and Investment Portfolio Management Law, 1995 (or any parallel or similar statute) and nothing in the information provided by KELA, including the analyzing and processing thereof, shall constitute an advice or recommendation to affect an investment. To the extent that the Client shall decide, following receipt of the Services, to affect an investment or conduct any business, such decision shall be made at the sole discretion of the Client and the Client shall be solely responsible for the transacted Investments or business and their outcomes.

KELA shall not be liable for any consequential or indirect loss (including without limitation loss of anticipated revenues or profits, pure economic loss, and loss of business) suffered by the Client whether this loss arises from lack of information, a breach of duty in Agreement or tort or in any other way (including loss arising from KELA's negligence).

To protect the interest of Clients, KELA's employees are retained subject to a commitment to keep the information they are exposed to during the work for the Client confidential. KELA undertakes to use reasonable endeavors to keep all information furnished to KELA by the Client, which, at the time of disclosure, is designated as confidential in writing, confidential for a period of five years from the date of its communication. The enforcement of such undertaking against members of the staff of KELA shall be deemed to be a full and sufficient discharge of KELA's confidentiality obligations hereunder. Notwithstanding, the above confidentiality obligation shall not extend to any information already known to KELA prior to its disclosure by the Client or which was lawfully received from a third party, or any information already existing in the public domain at the date of its disclosure or which KELA is required to disclose pursuant to a statutory obligation.

KELA declares that the subcontractors which are retained by KELA while providing the Services to the Client are retained subject to a commitment, which specifically prohibits the use of unlawful means of gathering information and requires compliance with the applicable laws in connection with provision of the Services in their jurisdiction. The inclusion of such undertaking in the engagement between the subcontractors and KELA shall be deemed to be a full and sufficient discharge of KELA's duties hereunder.

KELA undertakes to use reasonable endeavors to keep its engagement with the Client confidential and to provide the Services in a discreet manner. Notwithstanding the foregoing, in the event that in the framework of providing the Services by KELA or on KELA's behalf, the subject of the Services shall conclude or discover the identity of the Client or understand that services are being provided in connection with the subject of the Services, it will not constitute breach of the confidentiality obligations of KELA or anyone acting on its behalf, and KELA shall not be liable for the consequences and implications arising therefrom (but excluding events by which it was proven that the discovery by the subject of the Services was due to malicious intent on the part of KELA or anyone acting on its behalf, and, in such event, KELA's liability shall be limited to the amount paid for the Services as specified in the Agreement).

It is a condition of acceptance of the Proposal and of these Terms and Conditions that the Client will not recruit or employ, either directly or indirectly, on either a full or part-time basis, any person who is employed by KELA in connection with the delivery of the Services without KELA's prior written consent during the period of the Agreement and for a period of one year following its termination or expiration.

Title to all industrial or intellectual property, including without limitation know-how and work methods, that KELA possesses or develops as background knowledge remains the property of KELA. Title to the product of the Services shall vest and remain the property of the Client, subject to full payment of KELA's fees.

Reports submitted and products or conclusions furnished by KELA are for the use of the Client within its business only and are not to be reproduced or disclosed to third parties or published, whether in the name of KELA or in the name of the Client, without the KELA's prior written consent. KELA accepts no responsibility towards the Client if the Client is sued by a third party to whom the Client has passed a report, product, or conclusion, which was derived from the Services, or which contained in or was based on the Services.

If the Client is interested in publicly publishing the products of the Services or information derived from the Services, it may so request from KELA who, at its sole discretion and with no obligation to explain its position, shall determine whether to allow, prohibit or allow under certain restrictions the publication. The Client shall be liable for any loss or damage of any kind (including damage to reputation) caused by any act or omission that enabled the publication of the products of the Services or information derived from the Services, without first obtaining the written consent of KELA. The Client shall indemnify KELA and/or the damaged parties and hold them harmless from any expenses or damages (including damage to reputation), resulting from such publication, unless otherwise determined in accordance with applicable law.

KELA shall employ reasonable measures to meet the schedules or deadlines set out in the Agreement. Notwithstanding the foregoing, time shall not be of the essence, and KELA shall incur no liability to the Client in respect of any failure to deliver the Services or any part thereof by any date specified whether in the Agreement or otherwise, provided that KELA took reasonable measures to minimize the failure to deliver such Services or any part thereof.

The Agreement is unique to the parties and is not assignable.

Any notice, demand or communication under the Agreement shall be in writing and may be delivered by hand, post, facsimile, or e-mail, addressed to the recipient at the address stated in the Agreement or any other address (including a facsimile number or e-mail address) notified to the other party in

writing for such purpose. The notice, demand or communication shall be deemed to have been duly served: (a) if delivered by hand, at the time of delivery; (b) if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays and public holidays) after being posted; (c) if delivered by facsimile, at the time of transmission as may be evidenced in writing; or (d) if delivered by e-mail, 24 hours after being mailed.

If part of the Agreement is found by a court or other competent authority to be void or unenforceable, such part shall be deleted, and the remaining parts shall continue in full force and effect.

Any waiver of any breach of, or default under, the Agreement by a party shall not be deemed a waiver of any subsequent breach or default and shall in no way effect the other terms and conditions therein.

This Agreement constitutes the full and entire understanding and agreement between the parties about the subject matters hereof and supersedes any prior written or oral agreements, representations, or understandings between the parties in relation to the Services. Any term of this Agreement may be amended, and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of both parties.

KELA shall not be liable for any delay or failure to perform any of its obligations under the Agreement insofar as the performance of such obligations is prevented by an event, which is beyond its reasonable control. Notwithstanding the foregoing, KELA shall use its reasonable endeavors to continue to perform its obligations for the duration of such force majeure event and/or security situation and/or war.

Nothing contained within the terms of, and no action taken by KELA or the Client pursuant to, the Agreement shall be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

The Agreement is governed in all respects by the law of the State of New York without giving effect to the principles of conflicts of laws thereof and the courts of New York, New York shall have the sole and exclusive jurisdiction with respect to any disputes among the Parties related to the Agreement.